

THE
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OF
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T H E
L A W and P R A C T I C E
O F
Fines and Recoveries.

F I N E S.

The Nature and Definition of a Fine in general.

A *Fine* is an instrument of record of great antiquity, and is in itself an agreement the parties are supposed to make after a litigation and controversy that is supposed to have been had between them, and it is called a fine *quia finem litibus imponit*; or, as *Glanvil* more particularly describes it, *concordia finalis est, qui finem ponit negotio, adeo ut neutra pars litigantium ab eo de cetero possit recedere.*

The reason why it is supposed to be made on a controversy is, because originally it was made on a *real suit*, wherein the conuzee, which is the plaintiff, had brought an action of *covenant* against the conuzor, to compel him to perform his covenant, to which action the conuzor having nothing at all to say, why he should not perform his covenant, he therefore agrees to do it: and this agreement was made and entered upon a record, by which all parties thereto were bound; but now it is become a common assurance, and the action is not really brought in an adverse manner, but is *fictio juris*, in order to form a foundation for this agreement to be had thereon, with the proper order and solemnity required thereto.

As to its antiquity, my Lord *Coke*, in his second *Institutes*, tells us, that they were frequent before the conquest. *Co. 2 Inst. 511.*

A fine hath been called a *feoffment* of record, but it is improperly so termed; but the meaning of it was, because it hath the effects of

a *feoffment* to some purposes, if he that levied the fine was seized of the freehold at the time of the fine levied. 1 *Salk.* 340.

Fines were leviable before *stat. 18 Ed. 1.* commonly called *modus levandi fines*, in inferior courts upon bills or plaints, which now cannot be, unless by grant or custom, by reason of the negative words of that statute; but this does not extend to *antient demesne* courts, for then this statute would make fines of those lands leviable in the court of *Common Pleas*; whereas they are not, but reverfible by a writ of *deceit*; so that they would be under a double disadvantage, that a fine would not be leviable of the land any where, if not in the court of *antient demesne*, whereas that which is their privilege could never be intended to be to their disadvantage. *Salk.* 340.

The several Sorts of Fines are :

A fine *sur cognizance de droit come ceo que il ad de son done, &c.*

A fine *sur cognizance de droit tantum.*

A fine *sur done grant and render.*

A fine *sur concessit.*

1. The fine *sur cognizance de droit come ceo que il ad de son done.*

It is so called, because by it the *cognizor* acknowledges the right of the *cognizee*, which he hath by a gift from the *cognizor*; and it is said to be a *single fine*, and the best and surest fine that is to be passed, and is in construction of law a fine perfectly executed, whereas you may perceive hereafter others are executory; and this fine doth by its own force give immediate possession (at least in law) to the *cognizee*, so that he needs no writ of *habere facias seisinam*, or any other means for the execution thereof; for, as may be observed, it admits the possession of the lands of which the fine is levied, to pass by the fine, so that the *cognizee* may enter, for that the estate is thereby in law in the *cognizee*; that is to say, to such uses as are declared in the deed, to be the uses thereof; for it is a general maxim, that unless the uses are declared by deed or otherwise, such fine shall be and enure to the use of the *cognizor* that levied the same. This fine is always levied with proclamations, according to the form of *stat. 4 H. 7. c. 24.*

The fine *sur conuzance de droit come ceo, &c.* cannot be levied to any person that is not party to the writ of *covenant*, neither can the grant and render of the land, &c. be immediately in *primo gradu* to

to any that is no party in the writ, but mediately or in *secundo gradu*, &c. It may, for example, if a writ of *covenant* be brought by *A.* against *B.* of the manor of —, *B.* levies a fine to *A. come ceo*, &c. *A.* may grant and render the same to *B.* for life, or in tail, the remainder to *F.* in fee, for tho' the writ of *covenant* be *inter A. querent* and *B. deforcientem*, so as *F.* is a mere stranger to the writ, yet seeing he takes it by way of remainder, depending upon an estate warranted by the fine, it hath been allowed in our books, and hath been compared to a *deed indented* between *A.* and *B.* whereby *A.* doth give lands to *B.* to have and to hold for life, or in tail, the remainder to *C.* who is a stranger to the deed in fee. *Co. 2 Inst.* 514.

Of a fine *sur cognizance de droit tantum*. A fine *sur cognizance de droit tantum* is so called, because the cognizor only acknowledges the estate to be the right of the cognizee, and is said to be executory, and much of the nature of a fine *sur concessit*, and is commonly used to pass a reversion; and then it is expressed in the fine, that the particular estate is in another, and that the cognizor wills that the cognizee shall have the reversion, or that the land shall remain to him after the particular estate is spent. And sometimes it is used by tenant for life; to make a lease in the nature of a surrender to him in reversion, but not by the word *surrender*; for it is said, a particular tenant, as for *life*, cannot surrender his tenement to him in reversion, or remainder by fine; but he may grant and release to him by a fine. 44 E. 3. 36. 3 Co. 86. Dyer 216. Plow. 268.

Of a fine *sur done grant and render*. A fine *sur done grant and render*, is that which is called a *double fine*; because it comprehends in it the nature and use of a fine *sur cognizance de droit come ceo que il ad de son done*, &c. and a fine *sur concessit*; because it first supposes the cognizor to release with warranty to the cognizee the lands contained therein; and the cognizee by the same deed grants or renders back to the cognizor himself, or to a stranger which is supposed to be by the consent of cognizor, the lands so released, or some part thereof; and so far as it resembles a fine *sur cognizance de droit come ceo*, &c. it may be said to be an agreement executed; but so far as it resembles a fine *sur concessit*, it may be said to be executory; only because possession of the lands was not executed by the fine, but is still to be had by a writ of *habere facias possessionem* for that purpose.

And there is this difference between a fine *sur grant and render* which contains a *double fine*, and a fine *sur cognizance de droit come ceo que il*, &c. that the latter must be levied of the land in the writ of *covenant*; that is, the agreement must relate to the whole land there mentioned, but the fine of *grant and render* may be as to the render of another thing than is mentioned in the original; but then it must so

far be not another as to be implied, incident, or a part of what is contained in the writ of covenant: As, where *A.* brings a writ of covenant against *B.* for the manor of ———, *B.* cannot levy a fine to *A.* of a rent, to be issuing out of the manor of ———, but he must levy a fine to *A.* of the manor of ———, according to the writ and his covenant is therein expressed; but *A.* may grant and render to *B.* a rent out of the same manor contained in the fine, but not of any other land; neither can the grant and render be of any thing collateral to the land, &c. contained in the writ, or of another nature; and neither issuing out of, or not incident to the land contained in the original.

If two levy a fine, the *grant* and *render* may be to one of them.

Note. None may take the first estate by way of *render*, but the cognizors or one of them.

If a *grant* and *render* of a fine of land be immediately, & *in primo gradu*, to one that is no party to the writ, this is not good, but mediately, or *in secundo gradu*, such a one may take; as if two levy a fine, and the *grant* and *render* back again is to one of them only, this is good enough. 2 *Co. Inst.* 514.

So if a writ of covenant be brought by *A.* against *B.* of the manor of ———, and *B.* levy a fine to *A. come ceo*, &c. in this case *A.* may grant or render the same to *B.* for life, or in tail, the remainder to *F.* in fee; and this is good as in a deed by way of remainder. 2 *Inst.* 514. *Bro. Abr.* 111, 117, 118.

Note. No single or double fine may be with a remainder over to any other person not contained in it, but it must be to the cognizee and his heirs only; nor can any rent be reserved upon a pure fine *sur cognizance de droit come ceo*, but it may be upon a fine of *grant* and *render*, and upon *sur concessit* only; nor may it be on a condition. 5 *Co.* 38.

Note. That by a double fine, or fine with render, almost any kind of contract about land may be made and drawn up in form by a fine of this nature. See *West. Symb.* 2 part, *Perk. sect.* 629. *Bro. Fines* 108.

Note. That the render of a rent (if any be) must be to one of the parties to the fine, and not to a stranger. *Dyer* 63. 2 *Co.* 39. in *Lord Cromwell's* case.

A man may not reserve to himself a less estate by way of remainder, than the fee; as if *A.* levy a fine of his land to *B.* and *B.* regrant,

re-grant, and render it to *A.* for life, this will be void. 14 *H.* 4. 31.
34 *E.* 3. 26 *Dyer* 33, 34, 69.

And there may not be a condition or clause of re-entry for non-payment of rent inserted into this kind of contract or concord; and yet some hold that a fine levied to one in tail, upon a condition, with a remainder over, is good. 1 *Co.* 76. 6 *Co.* 33. 2 *Co.* in *Cromwel's* case. *Dyer* 33, 69. See 27 *H.* 8. 84. *Plow.* 34. 24 *E.* 3. 62. Whereby it seems a fine may be levied to one upon condition, with a remainder, but not with re-entry.

Note. That a render of a concord may not be of any other thing than what is in the writ of covenant, unless it be of a rent, or common issuing out of it. 18 *E.* 4. 12.

But a fine may be (as hath been said) with a render back again of some estate in the same land that passes by the fine, or some rent out of it; so that in this kind of fine there may be a reservation of rent, a clause of distress, or *nomine pœnæ*, and a warranty; and therefore if *A.* levy a fine to *B.* *sur cognizance de droit come ceo*, &c. and *B.* by the same concord doth grant and render the land back again to *A.* for life, without impeachment of waste, the remainder to *C.* the wife of *A.* for her life, the remainder to *A.* and his heirs.

This is a good concord, and by this devise a jointure may be, and is oft-time made for a woman.

So if *A.* and *B.* his wife levy a fine to *C.* in fee, *sur cognizance de droit come ceo*, &c. and then *C.* rendreth to *A.* for life without impeachment of waste, the remainder to *B.* his wife for the term of her life, the remainder to *A.* and his heirs, this is good, *Bro. Fines* 108.

And by this form, a lease for life or years may be made by fine with a render. The lessee must acknowledge the land to be the right of the lessor that is seized of the land, as that, &c. and then the lessor must grant and render the same back again to the lessee (that is conuzor in the fine) for life, or for a certain number of years (as the agreement is) reserving a rent with a clause of distress; and this is good fine, and a common device for this purpose; but if the lessor be tenant in tail, it seems this kind of fine will not bind the issue in tail.

And yet if *A.* tenant in tail, and *N.* do by fine acknowledge the land to be the right of a stranger, as that, &c. and then the stranger (that is the cognizee) doth grant and render the land back again to *N.* for life or years, rendring a rent with a clause of distress, &c. and then grants and renders the reversion to the tenant in tail, this

be a good fine to bar the issue in tail, and will likewise pass the rent and reversion to the tenant in tail also. *Bro. Fines* 106, 118. *6 Co.* 33. *1 Co.* 76. *Plow.* 435. *Dyer* 279. *Perk. sect.* 629.

To have a lease for years to bind a tenant in tail. The tenant in tail and the lessee must acknowledge the tenements to be the right of one *A.* a stranger, who grants and renders the same fine to the lessee for years, the remainder to the lessor and his heirs; this with proclamations is a good lease to bar the issue in tail. *44 E.* 3. 45.

And by a fine with a render, a lease for years may be made thus also. If one that is tenant in tail within *11 H.* 7. accepts of a fine *sur cognizance de droit come ceo, &c.* and then by the same fine renders back the land to the cognizor for 100 years; this will be a discontinuance, and bind the issue by this statute. *2 Leon. Case* 206.

Of the Fine *sur Concessit*.

A fine *sur concessit* is such a fine as where the conuzor is seized of the lands contained therein, and the conuzee hath no freehold therein but it passeth by the fine. This fine is said to be executory, so that the conuzee or conuzees therein must enter or have a writ of *habere facias seisinam*, according to their several cases for the obtaining of the possession; if the parties to whom the estate is limited, at the time of levying such fine, be not in possession of the thing granted: but if they be in possession at such time, there needs not any such writ, or any execution of the said fine to put them in possession; for then, the fine will enure by way of *extinguishment of right*, and doth not alter the estate or right of the conuzee; however it may better it.

The several Parts of a Fine are:

The original writ against the cognizor.

The composition, or the King's licence to alienate.

The concord.

The note of the fine.

The foot of the fine.

Of the proclamations.

Of the Original Writ.

A writ of *covenant* is the usual original writ taken out by the cognizee or cognizees, against the cognizor or cognizors to the fine; for without an original writ a fine cannot be levied: yet tho' a fine is usually levied upon a writ of *covenant*, it may be levied upon a writ of *right close*, or in any *real action*, but not upon an original writ in any *personal action*.

And tho' a common action of *covenant* is a *personal action*, in which damages are to be recovered for a breach of *covenants*; yet this writ of *covenant* which demands the land itself, is a *real action*; and is brought to have an execution and performance of the *covenants*, viz. to render the land to the cognizee. 5 Co. 59. Fitz. Natura Brev. 146. F. Co. 2 Inst. 514. 1 And. 71. Kelw. 90. 4 Inst. 407.

Of the Composition, or the King's Licence to alienate.

The composition, or the money which is to be paid to the King for his licence to alienate, is called a *composition*; because, the *fine* or sum of money which is to be paid, and is generally called the King's silver, is *compounded* and made easy by commissioners, appointed by the King for that purpose: and the office where they sit to execute their authority, is called the *alienation office*: and the rule that they go by as to the payment of the money, is mentioned to be as follows:

Every five marks and 20 s. pays 6 s. 8 d.		Land rated at forty shillings or under, pays nothing.	
		Above 40 s. to 3 l. 6 s. 8 d. pays 6 s. 8 d.	
		5 l. 6 s. 8 d.	pays 0 l. 10 s. 0 d.
From five marks and 20 s. to five marks and 40 s. pays 10 s.	7	13 4	— 0 13 4
	8	18 4	— 0 16 8
	10	0 0	— 1 0 0
	12	0 0	— 1 3 4
	14	6 8	— 1 6 8
Above five marks and 40 s. unto ten marks and twenty shillings, pays 13 s. 4 d.	15	6 8	— 1 10 0
	17	13 4	— 1 13 4
	18	13 4	— 1 16 8
	20	0 0	— 2 0 0
	22	0 0	— 2 3 4
	23	6 8	— 2 6 8
	25	6 8	— 2 10 0
And so in like proportion for all others.	27	13 4	— 2 13 4
	28	13 4	— 2 16 8
	30	0 0	— 3 0 0
		And so on to a greater progression.	

This

This fine *pro licentia concordandi* is an ancient flower of the crown, and is called the *King's silver*: and this fine consists of a present fine paid at the time of the commissioners signing the writ of *covenant*, and of a post fine, which is paid when the fine is compleated, and hath been entered in the King's *silver office*; and is called a *post fine* in respect of the *first fine*, or the *fine* in the *hamper*: for in every real action of lands or tenements of the yearly value of five marks, there is due in the hamper upon the original 6s. 8d. that is for every five marks of land; and if it be under five marks, no fine in the hamper is due upon the original. Now the fine *pro licentia concordandi*, or the *post fine*, is also certain; for it is as much as the *first fine*, and half as much more: as for example, where a writ of *covenant* is brought to levy a fine of lands of the value of five marks, there is 6s. 8d. due presently for the *first fine* in the *hamper*, but the fine *pro licentia concordandi* or the *post fine*, is not due till *conge de accorder* (i. e. the *license to agree*) be granted by the court, and then the *post fine* is 10s. And if the land be under five marks, yet there shall be a fine for this leave to alienate, and that is also certain, viz. 6s. 8d.

And if the King's silver be entered and indorsed upon the writ of *covenant* by the proper clerk for that purpose, altho' the cognizor or cognizors dies before the fine comes to the chirographer, yet is the fine a complete fine for the other two parts, viz. the note of the fine and the foot of the fine, are but abstracts taken out of it. 2 Co. 5, 11. b. c.

Of the Concord.

The concord or agreement between the parties that intend the levying of the fine, is that instrument wherein it is declared, how, and in what manner the things contained in the writ shall pass: and as the writ of *covenant* is the foundation, so this is the substance of the fine.

In this *concord* the particulars or parcels need not, nor are they used to be recited over again, as they are inserted in the *præcipe*; for the writ of *covenant*, or any other original writ whereon the fine is to be levied; but it will be sufficient to say:

“And the agreement is such (that is to say) that the said *A.* hath acknowledged the said tenements with the appurtenances to be the right of the said *B.* &c.”

And by these words (the said tenements) any number or quantity of distinct things or parcels will be well enough expressed.

But if the *præcipe* be of entire things, as of a manor or manors with the appurtenances, then you must exprefs it thus in the concord :

“ And the agreement is fuch (that is to fay) that the faid *A.* hath acknowledged the faid manor, or the faid manors, with the appurtenances, &c.”

Neither will meffuages named by themfelves in a *præcipe*, pafs by the word *tenements* in the concord alfo.

Note. An honour, caſtle, iſland, barony, hundred, borough, knight's fee, the ſcite of a manor, a park, a prebendary, a rent, common, oblations, tolls, ſtallage, pontage, view of frank pledge, a liberty, franchise, office, bailiwick, fair, market, paſſage, a warren, fiſhery, rectorſhip, tithes, the moiety or part of an entire thing, wreck of the ſea, the advowſon of a church, a portion of tithes, *muſt be particularly named in the concord as well as in the præcipe.*

And here it is to be conſidered, the end and intent of the fine which is to paſs a right, and limit eſtates from one to another, appears by the concord thereof, in which it is to be noted, that tho' there be divers cognizees, yet the right ſhall be limited to one of them only, and the eſtate limited to his heirs only, whoſe right it is acknowledged to be. See *Weſt. Symb. tit. fines.* 3 *H.* 6. 42 *E.* 3. 64.

As thus, *A.* is cognizor, *B.* and *C.* cognizees.

“ And the agreement is fuch, that the faid *A.* hath acknowledged the faid tenements with the appurtenances, to be the right of the faid *B.* as thoſe which the faid *B.* and *C.* have of the gift of the faid *A.* and thoſe he hath remiſed and quit-claimed, from himſelf and his heirs, to the faid *B.* and *C.* and the heirs of the faid *B.* for ever ; and for this, &c..”

It is alſo ſaid, that the *releaſe* and *warranty* muſt be by one of the cognizors, and from him and his heirs only ; for in a fine from divers, the fee muſt be ſuppoſed to be in one of them only, 21 *E.* 3. 33. but I find the uſe generally otherwiſe.

Indeed, in a fine from a man and his wife, it ſeems ſometimes to that purpoſe, as thus :

“ Command *A. B.* and *C.* his wife, that they juſtly &c. perform their covenant to *D. B.* &c.”

“ And the agreement is fuch (*to wit*) that the faid *A.* and *C.* have acknowledged the faid tenements, with the appurtenances, to be the

right of the said *D.* as those which the said *D.* hath of the gift of the said *A.* and *C.* and those they have remised and quit-claimed, from them the said *A.* and *C.* and the heirs of the said *D.* to the said *D.* and his heirs for ever; and moreover, the said *A.* and *C.* have granted for themselves and the heirs of the said *A.* that they will warrant to the said *D.* and his heirs, the said tenements with the appurtenances against them the said *A.* and *C.* and the heirs of the said *A.* for ever, and for this, &c."

"And the agreement is such, (*to wit*) that the said *A.* and *C.* have acknowledged the said tenements with the appurtenances to be the right of the said *D.* as those which the said *D.* had of the gift of the said *A.* and *C.* and those they have remised, and for ever quit claimed, from them the said *A.* and *C.* and the heirs of the said *C.* to the said *D.* and his heirs; and moreover, the said *A.* and *C.* have granted for themselves and the heirs of the said *C.* that they will warrant, to the said *D.* and his heirs, the said tenements with the appurtenances, against the said *A.* and *C.* and the heirs of the said *C.* for ever; and for this, &c."

And so it may be from two others, the fee being in one of them.

But generally where there are divers cognizors in a fine, the release is from them and their heirs, as thus, by husband and wife, and the two other conuzors or two conuzees.

"And the agreement is such (*to wit*) that the said *A. B. C.* and *D.* have acknowledged the said tenements with the appurtenances to be the right of the said *E.* as those which they the said *E.* and *T.* have of the gift of the said *A. B. C.* and *D.* and those they have remised and for ever quit-claimed from them the said *A. B. C.* and *D.* and their heirs, to the said *E.* and *T.* and the heirs of the said *E.* and moreover, they the said *A. B. C.* and *D.* have granted for them and the heirs of the said *A.* that they will warrant the said tenements with the appurtenances to the said *E.* and *T.* and the heirs of the said *E.* against all men for ever; and for this, &c."

Or, if the warranty be special, thus: *A. B. C.* and *D.* and the heirs of the said *A.* for ever.

And in these cases each of the conuzors may warrant a part if they will, and one may give a general warranty, and the other a special warranty; and it is the usual practice to warrant where there are divers cognizors, as thus in the former cases.

"And furthermore they the said *A.* and *B.* have granted for themselves and the heirs of the said *A.* that they will warrant to the said

said *E.* and *T.* and the heirs of the said *E.* the said tenements with the appurtenances, against them the said *A.* and *B.* and the heirs of the said *A.* for ever; and furthermore the said *C.* hath granted for himself and his heirs, that they will warrant the said tenements with the appurtenances to the said *E.* and *T.* and the heirs of the said *E.* against the said *C.* and his heirs for ever; and also the said *D.* hath granted for himself and his heirs, that they will warrant the said tenements with the appurtenances to the said *E.* and *T.* and the heirs of the said *E.* against the said *D.* and his heirs for ever; and for this, &c."

And so of the like by these words, *and moreover, and furthermore, and also, and further, and lastly*, as you may observe in the following presidents.

Note, That lands bought of divers persons by several purchasers, may well pass in one fine, and then the writ of *covenant* must be brought by all the vendees against all the vendors; and every vendor must warrant against him and his heirs only; and these *joint fines* are seasonable when the purchases are of small value. See after a *præcipe* and *concord*; where one cognizor warrants one part, another another part, and another another part.

Note further, that one *concord* may be of lands in several counties, and the fine for leave to agree to alienate of all extracted entirely; but there must be several writs of *covenant* returnable all at one day. *Dyer* 227. pl. 24. See *West. Pres. tit. Fines*.

Of the Note of the Fine.

The *note* is taken out of the writ of *covenant* and *concord* by the chirographer before it be engrossed. It begins thus:

Between *A. B.* plaintiff, and *C. D.* defendant; and recite the whole *fine*, or the substance thereof.

The Foot of the Fine.

The foot of the fine includes the whole fine; the parties thereto, the thing granted, the day, year, and place, and before whom the *concord* was made.

It is called the foot of the fine, because it is the last part of the fine; and when this is done, the fine is engrossed of *record*, and the indentures are made by the chirographer, and delivered to the party to whom the fine is levied, and then the fine is said to be engrossed.

Of the Proclamations.

A fine may be with or without *proclamations*: if it be without *proclamations*, it is termed a fine at *common law*, and is levied in such manner as they were before the fourth of *H. 7. cap. 24.* and still remains of force to discontinue the estate of the cognizors, if it is executed

If it be with *proclamations* it is termed a fine, according to *stat. 1 R. 3. 4 H. 7. 24.* and such a fine is every fine that is pleaded intended to be, if it be not shewn what fine it is; and these fines with *proclamations* are the best sort of fines and most used; and it is said to be in the election of the cognizee, to have it with or without *proclamations*; and if there be error in the *proclamations*, yet, the fine shall be deemed a fine at *common law* without *proclamations*. *Jenk. cont. Case 6. Case 35. 2 Inst. 519.*

And tho' a fine levied in the court of *ancient demesne* works a discontinuance, tho' the court is not a court of record, inasmuch as the freehold is recovered in the action; such a fine is not a bar to an estate tail, for it is by the before mentioned *stat. 4. H. 7.* that a fine with *proclamations* will bar an estate tail; and no fine but a fine with *proclamations* is within that statute, nor can bar an estate tail, *1 Salk. 240.*

The *proclamations* made upon the fine, which, altho' they be not the essential parts of the fine, yet upon every fine made according to the statute they must be made, and being made, they do make a bar according to what doth pass.

The *proclamations* were appointed first by *stat. 1 R. 3. 7.* though afore that time by the statute *de finibus levatis*, fines were openly to be read at two certain days in the week (by the discretion of the justices) and by this statute of *Richard the third.*

Fines at the *common law* have the same force they had before, and might be levied according to that statute or the *common law*, at the election of the parties.

The *proclamations* were to be made four several days in each term, during four succeeding terms by the statute *1 R. 3. 7. 4 H. 7. 27. 32. H. 8. 36.*

By *stat. 31 El. 2.* Fines in the *Common Pleas* shall be proclaimed four times only, viz. once in the term wherein the fine is ingrossed, and once in each of the three terms then next following.

If

If any proclamations be made upon a *Sunday* it is error, because it is not *dies juridicus*. Dyer 128.

Who may be Cognizors and Cognizees.

Having considered a fine in all its parts, we come next to observe, who may be cognizors and cognizees in fees.

Who may be Cognizors.

Such person either male or female, or bodies sole or corporate, that may lawfully grant by deed, may be cognizors in fines.

Those that are not admitted to levy fines are, such as infants, women covert, ideots or lunaticks; one that is blind, deaf and dumb, one that is doting in old age or wants discretion; or one that is much in drink, or compelled by *duress* of imprisonment; and it is in some cases left to the discretion of the judges or commissioners whom to admit; for tho' many of these have the liberty of exception against such a fine, yet it may happen not to be in their power to avoid it; *feri non debet sed factum valet*.

Note. A fine may be levied by a feme covert, and it is only voidable by the husband, and not by her after his decease.

Such civil corporations as have an absolute estate in their possessions belonging to their corporations; as a mayor and commonalty, &c. may, together, and with a joint consent, levy a fine of the land belonging to their corporation, as a single person may do, but no one of the corporation, tho' he be the head thereof; nor any of the members, without the general consent of the whole corporation, can levy a good fine.

All bishops, deans and chapters, heads and fellows of colleges, and such like, who have any estate of freehold in *Ecclesiastical lands*, in right of their churches, &c. are forbidden and restrained by divers acts of parliament, from levying any fines of their lands belonging unto them.

Also, he that hath an estate tail of the King's gift or provision, cannot levy a good fine of it to bind the King, or to bind the issue in tail. 32 H. 8. cap. 28.

Also a fine levied by the heir that is an intruder upon the King's possession, is void. 1 H. 7. 5. 24 Ed. 3. 65.

Also

Also fines levied of any land prohibited to be sold by act of parliament, are void. *Stat. 32 H. 8. cap. 36. and 28.* and he that hath an estate in fee-simple in land in the right of his wife, cannot levy a fine without her. *Ibid.*

So that the persons that levy a good fine, must be such as have such an estate in the land as they are not prohibited by any law to levy the fine, otherwise the fine will be void.

But persons who are outlawed, or waived in personal actions only, may levy a fine.

And persons attainted of felony or treason, may levy by fine; and it will be good against them and all others, except the King and the Lord of whom the land is held. *17 Ed. 3. 52. 17 Afs. pl. a. 1 H. 7. 7. 9. H. 6. 20. 8 Afs. 25.* therefore care ought to be taken how such fines are levied.

A joint tenant, tenant in common, or partner, may levy a fine of the land so held by him, to a stranger, or to another joint-tenant, tenant in common, or partner. *26 H. 8. 9. Dyer 69. 334. Plow. 338, 378. 4 Ed. 4. 68.*

Also tenant in fee-simple, in remainder or reversion, tenant for life, it is said, may levy a fine *sur grant and release, &c.* of the lands which he holds for life, to hold to the cognizee for life, of the tenant for life, *44 Ed. 3. 36.* but if the estate be larger, it is a forfeiture of his estate. *4 H. 7. Voy. 30.*

And so the law is the same of such fines by tenant in tail, after possibility, tenant in dower, or by the courtesy. *39 E. 3. 16.*

But it seems to be no forfeiture of a rent. *2 H. 5. 7.*

Who may be Cognizees.

Any person that hath a capacity to take by the grant of a deed, so as to be a good grantee, such a person may be a good cognizee in a fine; so any man, or woman, sole or covert, of full age or under age; any mad or lunatick persons, idiot, or a man of unsound memory; and any man in or out of prison, or beyond sea; any person attainted of felony or treason, or outlawed in a personal action; a bastard, a clerk convict, an alien, any of these may be a good cognizee, and take by a fine as well as by a deed; and a fine levied to any such person will be good.

So corporations spiritual and temporal, civil or corporal, may be cognizees in fines, and fines levied to them will be good.

But before the engrossing of such a fine, there goeth always a writ to the justices of the *Common Pleas*.

If an infant or feme covert be to take by fine, he or she need not be examined, as when they are conuzors in a fine. 24 E. 3. 62. 3 H. 6. 41.

Persons who by our law are accounted civilly dead, as monks, friers, and the like, may neither be cognizors nor cognizees in fines, nor will a fine, levied by or to any of them, be good. 22 E. 4. 4. 15. E. 4. 21. 5 H. 7. 25. 19 H. 6. 25.

By what Names Cognizors and Cognizees may give and take in a Fine.

Cognizors and cognizees in fines, ought to be called by their right names of baptism and surname, and if there be two of one name, it is most proper and safe to distinguish them by the distinction of elder or younger, and the like.

But Kings, Queens, princes, dukes, marquisses, earls, viscounts or barons, are seldom named by their surname, but by their christian name and dignity.

But knights, esquires, and gentlemen, are called by their christian name and surname, together with their additions of honour; as A. B. baronet, C. D. knight, E. F. esquire, G. H. gentleman, &c. and the addition of bishop, dean, prebendary, &c. it is said, are rather used out of courtesy than necessity; for the fine may be good without it. 21 E. 4. 8. 1 Afs. pl. 11. 7 H. 4. 22. 14 H. 6. 15. Brownlow 30.

A corporation or fraternity, must be described by the very true name of the corporation, as it is named in the charter and foundation of it. 11 H. 4. 44. 12 H. 4. 20. 7 H. 6. 27. 37 H. 6. 29.

It hath been said, that some small difference in name will not hurt; as Margery for Margeret, Agnes instead of Anne; but yet, a fine levied to A. and Sibel his wife, where her right name was Isabel, was held void. 1 Afs. pl. 11. Bro. 344.

But if a fine be levied by a man and his wife, and the wife is named wrong, it is said, this fine shall bind her by *estoppel*. Bro. 344. case.

Yet,

Yet, If a woman hath two husbands living, and with her second acknowledges a fine by his name, this fine, it seems is void; but if a woman levy a fine with her right husband, and by a wrong christian name, she cannot avoid such a fine. *Bro. Fines* 17. 1 *Afs.* pl. 7. 7 *H.* 4. 22.

If a feme sole, after the *teste* of the writ of covenant, and *dedimus potest.* to take the cognizance of a fine of her, and before the day in bank, to record and engross it, marry; yet the fine shall be good, and be recorded by the name she had when sole; but her death at such time will make the fine void.

By what Names the Parcels may pass, and are to be placed.

As we are here to consider by what names the things whereof the fine is to be levied may pass, and how the parcels are to be placed therein, it must be known, that a fine may be levied of all things whereof either a *præcipe quod reddat*, or *præcipe quod faciat*, or *præcipe quod permittat*, or *præcipe quod tenat* lieth. It may be levied of things ecclesiastical, or temporal, that are inheritable and in *esse*, at the time of the levying the fine.

So a fine may be levied of an honour, manor, island, barony, castle, messuage, cottage, rectory, advowson, vicarage, tithes impropriate, estovers, foldage, corody, office, fishing, warren, fair, mine, view of frank-pledge, waif, stray, mill, loft, curtilage, dove-house, garden, orchard, land, meadow, pasture, wood, chapel, river, chauntry, parsonage, felons goods, deodands, hospital, furzes, heath ground, moorish ground, rent, common, hundred, way, ferry, franchise, seignior, reversion, toll, tollage, picage, pontage, acquittal, services, portion of tithes, oblations, and the like.

A fine levied of ancient demesne lands, will not be good See *West. Symb.* part 2. flat. 32. *H.* 8. cap. 7, 8. *Co.* 145.

Many of these may be granted together in one fine, as fifty messuages, forty tofts, 500 acres of land, and 50 s. of free rent, as occasion requires.

So of a dove-house, three gardens, 2 l. 6 s. 4 d. rent, and of the rent of four capons, one pound of wax, and the like, all in one fine. 3 *Co.* 45. 6 *Co.* 67. 7 *Cor.* 38.

Demefnes, rents, feigniories, courts, pleas, &c. whereof a manor consisteth, pass by the name of a manor with the appurtenances.

The nature and quality of the things must also be observed, as land, meadow, pasture, &c. and the place where they lie.

The more worthy things must be put first, as a castle before a manor, a manor before a messuage, a messuage before land, arable before meadow. *Plow.* 168. 7 *H.* 6. 39.

Things general before things special, as before meadow, pasture, wood, heath, marsh, &c. must be placed land, being the *genus* thereto.

So wood must precede elder-wood, willow-wood, &c. as wood is the *genus* to willow-ground.

For the placing of particulars in a writ of *covenant*, it is in all things as in a *præcipe quod reddat* of lands.

There is a rule in the register which is set down after this manner :

Messuage, toft, mill, dove-house, garden, land, meadow, pasture, wood, heath-ground, moorish-ground, marsh lands, elder-wood, a fishery, suit, priory.

Also entire things must be set before their parts, as of the manor of *C.* before the moiety of the manor of *B.* with the appurtenances,

Parts of things excepted, must succeed those things out of which they be excepted, and if there be divers parcels in one writ, that parcel out of which the exception is to be made, ought to be last placed. As thus :

“ Of the manor of *D.* with the appurtenances in *C.* except one messuage, two acres of land, and the advowson of the church of *C.* *Regist. of Orig. Writs, fo. 6.*”

And every thing excepted, ought to be certainly named ; but there is no necessity for inserting the words with the appurtenances after the thing excepted.

And the exception must always be of such things as will lie in the writ. *Regif. Orig.* 228, 229. and of such a thing as is comprehended in the writ, after this manner :

“ Command *A. B.* that he justly perform to *C. D.* the *covenant*, &c. of one messuage, one cottage, and the moiety of one messuage, and ten acres of land with the appurtenances, except one acre of land in *E.*”

And then when you come to the concord you say :

“ And such is the agreement, that the said *A.* hath acknowledged the said tenements with the appurtenances (except before excepted) to be the right, &c.”

Also observe, that where the original writ is of many things, they must be expressed thus, suppose it were of a manor, house, rectory, &c.

First, of a manor ; *secondly*, and a rectory ; *thirdly*, moreover of a messuage ; *for the fourth thing*, and also ; *for the fifth*, furthermore ; *for the sixth*, and further ; *for the seventh*, and also ; *and for the eighth*, and moreover ; and if there be more, to begin again.

Observe, that certain and apt words must be used to express the things to pass by the fine ; for a fine levied of a tenement or of an hereditament, or of two tenements, is void ; at least, voidable for error, because of the uncertainty and unaptness of the words. 1 Cro. 196. Leon. 188.

For the proper word to express a tenement or hereditament in a fine, is, to call it a messuage, and so two messuages, &c.

One manor may also be a parcel of another manor, and pass by the name of that manor. 20 Ass. pl. 54.

Also a castle, honour, or hundred, may be parcel of a manor, and pass by the name of the manor whereof it is parcel, or it may pass by its own proper name ; as of the castle of *A.* with the appurtenances, or of the honour of *A.* 1 E. 3. 4. 2 E. 3. 36. 20 Ass. pl. 54.

Also the county, town, parish or hamlet, where the things lie that are intended to pass by the fine, ought to be certainly named ; in 2 Crook, 120. *Stock and Foxes* case, it is said, that if there be two towns, *Walton* and *Street*, in the parish of *Street*, and a fine is levied of such lands in *Street*, in this case, the lands of *Walton* will not pass by this fine, *Walton* being a distinct town or village by itself, and although the parish comprehend both, yet in the fine, the lands in *Walton* shall not be said to be comprised, unless *Walton* had been a hamlet of *Street*, and that the fine had been levied of lands in the parish of *Street*, then all would have passed well enough.

If there be divers towns of one name in the same county, it is best to make an addition for distinction.

If a manor extends itself into divers towns, as *A. B. C.* it is the best and safest way to name all the towns, or none of them at all ;

as, of the manor of S. in A. B. and C. or of the manor of S. with the appurtenances; for if any one of the towns be omitted, none of the manor in that town will pass; but it seems, that if the manor be only named and not said in what town it doth lie, the fine may be good. 9 E. 4. 6.

Also, where divers manors be of one name, with distinction of North and South; as North S. and South S. it is good in all the proceedings of the fine, to express which of the manors are intended to be passed. 1 Cro. 196. Bro. Fines 44, 91.

When a fine is for the presentation to a church only, it must be, *of the advowson of the church of S. and not with the appurtenances.* And of vicarages endowed, the writ must be, *of the advowson of the church of S. and not with the appurtenances.* And when the vicarage is not endowed, it must go under these words, *of the advowson of the church of S. and parsonages, rectories, advowsons, vicarages, and tithes impropriate, pass not by the words, of the advowson of the church of S. but by this, of the rectory of the church of S.* Wet. Symb. 2 Part.

An advowson will pass the presentation, either to a vicarage or rectory; and then it is by the words, *advowson of the rectory or vicarage of the church* (as the case is.)

High-wood and under-wood, pass by the general name of wood; as, of twenty acres of wood. West. Symb. 2 Part.

House-boot, hay-boot, and plow-boot, by the name of *estovers*; as of reasonable *estovers* in wood (that is to say) in ten acres of wood of the said A. in D.

A fishery may pass by the name of a separate fishery in the river of S.

A foldage may pass by the name of the liberty of a foldage and sheep course with the appurtenances in T. or, of a free foldage of sheep with the appurtenances in T. or, of a free fold course.

A chapel or hospital, will pass by the name of a messuage, 13 Ass. 2.

So by the name of a messuage with the appurtenances, a fine may pass a house with a shop, curtilage, garden, orchard; also a dove-house and mill, as parcel thereof. Bract. lib. 5. cap. 28. sect. 1 Plow. fol. 169. 170, 171.

So by the name of a cottage, a toft, a chamber, a cellar, &c. and yet these may also pass alone by their own single names, of a messuage, a curtilage.

Part of an entire thing may pass by the words "Of a moiety or third part, or of two parts in three parts to be divided (as the case is.)" So of a moiety of all the tithes of corn and hay, of the lands called *B.* with the appurtenances in *H.* or the moiety of an advowson which is the right of presenting alternatively.

So if a messuage and 28 acres of land be parted, the part divided may pass by the name of one messuage and ten acres of land, and not of a moiety of a messuage and 28 acres of land.

A fine of a mill is good without describing it, whether it be a wind-mill or a water-mill; yet the latter is most usual. 44 *E.* 3 *f.* 13.

Land may be demanded by a certain number of acres, as of ten acres of land, 20 acres of meadow, 200 acres of pasture, or by the certain measure of the specifical quantity thereof, as of a hide or an acre, a rood or the perch or parts thereof.

In like manner wood, underwood, heath, moorish ground, marsh ground, may be demanded by the number of acres thereof. 16 *Afs.* 9.

Turbary is only the right of digging turf, and may be demanded by the name of moorish ground; rent may be, by the quality of the things to be rendered, with the particular quantity; as *ten pounds, ten marks, twelve shillings, six-pence farthing.* 21 *E.* 3. 44.

Note, That it is usual in fines to comprehend rather more number of acres than are intended to pass; and this will not hurt; for in such case, no more shall pass than what is intended and agreed upon between the parties. *Poph.* 105

The Manner of passing Fines.

Before whom they may be acknowledged, and where they are to be levied.

The Form in which they are to be levied.

Before whom they are to be acknowledged, and where to be levied.

The persons that have a power of taking the acknowledgment of fines are, *the court of Common Pleas*, when two judges are present ; the Lord Chief Justice of the court of *Common Pleas*, who hath power *ex officio* to take the acknowledgment of fines, and to certify the same without any commission, and out of the court. *Jenk. Cent. Cases 4. Case 28.*

The other eleven judges, and in their absence a serjeant at law, may take the acknowledgment of a fine ; but their power is by a *dedimus potestatem* ; yet their persons are had in so much esteem, and so great is their integrity in the eye of the law, that the usual practice has always been, for them to take the acknowledgment of the fine without a *dedimus* first made out ; after the fine is acknowledged the party is to sue out a *dedimus*, whereupon they return the *præcipe* and *concord*, by way of certifying in what manner the fine was acknowledged ; so that the *dedimus* is rather to ratify and make complete what before they had done for expedition sake, and for the ease of the party, *nunc pro tunc*.

Besides the Lord Chief Justice of the court of *Common Pleas*, the other judges and serjeants at law, there are other persons who are impowered by a writ of *dedimus potestatem*, directed to them for that purpose ; who ought to be men of honesty and integrity, living in that part of the country where the cognizors dwell ; one whereof, it is said, must be a knight ; but he is named but for conformity, for two of the other persons therein named, may take the acknowledgment of the fine ; and these commissioners who have so taken such acknowledgment, make a return of their authority with the manner in which they have executed the same,

This writ of *dedimus potestatem* doth suppose, that the parties that are to acknowledge the fine, are not able to travel to *Westminster* to acknowledge the same, and therefore the commissioners are authorized

rized to take the acknowledgment; and this they may take from them altogether at once, or at different times and in several places, as they please.

If the *dedimus* be to two jointly to do it, one of them in this case ought not to do it alone; or if it be to three jointly, two of them ought not to do it; for it will be error: therefore care must be taken concerning their joint and several powers; so if one of the cognizors be one of the commissioners, and he himself take it, it is error. *Fitz. N. B.* 146, 147. *Dyer* 220. *1 Cro.* 249.

Stat. 18 Edw. 1 called *modus levandi fines*, ordains, that they shall be levied before the justices of the court of *Common Pleas*, and not elsewhere; so that my Lord *Coke* says in his *2 Inst.* 515. that a fine cannot be levied to have the force of a fine and concord, by any that hath power to hold pleas, but only before the justices of the court of *Common Pleas*, or before justices in *eyre* while they stood, and not elsewhere; and therefore the King cannot grant power to hold plea for the levying of fines against this negative statute.

The Form in which they are to be levied.

How to acknowledge a Fine at the Bar.

You must make your *præcipe* in paper for the curfitor of the county to make the writ of covenant, and having received it from him sealed, then write a *præcipe* and *concord* thereof on parchment, and deliver both to one of the serjeants at the bar, the cognizors being also present; then the serjeant will desire the justices to record the appearance, which being granted, the serjeant says, *the King's money*. Then answereth the second prothonotary or his clerk, *What will he give?* Then the serjeant will answer thus, *What he pleases to have?* Then the second prothonotary, or his clerk answereth again, *Draw the agreement*. Then the serjeant will say, *With your leave, or May it please you*, the agreement is such, (*to wit*) ———, reciting the substance of the concord with relation to the lands in the *præcipe*; and after that, if any of the cognizors be feme covert or married woman, the serjeant will direct her to go up to the puisne judge at the bench to be examined of her consent to part with her right in the land, whether she doth it freely or by compulsion; and then the judge taketh the concord in parchment and examineth her privately apart, whether she voluntarily and without any compulsion is willing to pass that fine; and that done it is delivered to the prothonotary to be recorded. This was the ancient method, but now part of this ceremony is omitted, as to the serjeant's reciting the caption.

After

After it is recorded you must pay the fees of the court, and then take the *præcipe* and *concord* and annex thereto the writ of covenant, and pass it through the several offices, as is hereafter directed.

Of the acknowledgment of a Fine before the Lord Chief Justice.

The method of suing out a fine to be taken before the Lord Chief Justice is thus, *viz.* you first draw your *præcipe* and *concord* in this form, and engross the same on paper to be acknowledged, which the parties must sign; and, for expedition's sake, engross a duplicate thereof on parchment, which the parties need not sign.

Devonshire ff. Command J. S. that he justly and without delay perform to R. R. the covenant made between them, of a messuage, two gardens, twenty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances in ———, and unless, &c.

And the agreement is such (*to wit*) that the said J. hath acknowledged the said tenements, with the appurtenances, to be the right of him the said R. as those which the said R. hath of the gift of the said J. and those he hath remised and quit-claimed from him and his heirs, to the said J. and his heirs for ever. And moreover, the said J. hath granted for himself and his heirs, that they will warrant to the said R. and his heirs the tenements aforesaid, with the appurtenances, against him the said J. and his heirs. And for this, &c.

Note. These words *against the said J. and his heirs*, signify, that they will warrant the said tenements against any claim to the same, to be made by the said J. and his heirs: and the meaning of these words, *and for this, &c.* is, that for the acknowledgment of this fine, a sum of money (which is supposed to be the consideration of the agreement given to the conuzor by the conuzee) in true sterling money.

You must also write the caption underneath the concord.

Taken and acknowledged, on the first day of *June*, in the seven-teenth year of the reign of his present Majesty George the third, King of Great Britain, &c. Before me,

W. De Grey.

And the cognizor or cognizors, must subscribe his or their name or names underneath the paper concord, towards the right hand thus:

T. V.

S. V.

R. N.

When

When the fine is thus acknowledged, you carry the *præcipe* and *concord* to the curfitor of the proper county, who makes you out a writ of covenant in this form :

GEORGE the third, by the grace of God, King of *Great Britain, France and Ireland*, defender of the faith, &c. To the sheriff of ———, greeting. Command J. S. that, justly and without delay, he perform the covenant with R. R. made between them, of one messuage, two gardens, twenty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances in ———, and unless he shall so do, and the said R. R. shall give security that his suit shall be prosecuted ; then summon by good summoners the said J. that he be before our justices at *Westminster*, on the octave of *St. Hilary*, to shew wherefore he will not. And have you there the summoners and this writ. Witness ourself at *Westminster*, on the ——— day of ———, in the 17th year of our reign.

When you have got this writ from the curfitor, you carry it to the *Alienation Office* and give it to the commissioners, and they will compound it for you ; that is, they will set, with a mark on the back of it, what fine you shall pay to the King for leave to alienate those lands, and then you pay the money to the receiver, who now is Mr. ———, deputy to ———, which when done, you leave it at the *Alienation Office* to be passed there, by entering the names, parcels, &c. in the books kept for that purpose ; and then the clerk of that office gets the proper hands indorsed thereon, which must be signed by two of the commissioners, and so likewise indorsed by the proper officer for that purpose.

And observe, if it be in term time, the commissioners sit at the *Alienation Office* from nine till ten in the morning, to compound the writs of entry and covenant, and for one week after every term ; but if it be in the vacation, you must then go to their houses or lodgings and get it compounded, and carry it afterwards with the composition money to be entered with Mr. ———, the receiver of the King's fines.

After having passed your writ of covenant at the *Alienation Office*, you get it returned with the proper officer for that purpose, who returns the names of the pledges that were given for the prosecution of the suit, and of the summoners that were supposed to have summoned the *deforciant*, for which you pay 1 s. 6 d.

Your writ being thus returned, you carry it to the clerk of the warrants and enrollments, and there file your warrants of attorney for the plaintiff in this manner :

Devon-

Devonshire. ff. J. S. puts in his stead R. M. his attorney, to prosecute a writ of covenant against R. R. of lands and tenements in ———, in the county aforesaid.

When this is done you annex the *dedimus* (if any) and the *caption* to the writ of covenant, and carry the same to the *custos brevium* Office, and they make an entry of the plaintiff and deforciant's names, and of the place where the lands lie, in their books kept for that purpose; for which you pay 3s. 8d. and if it be after the *effoign-day* of another term, you pay 1s. 8d. more; and so 1s. 8d. a term for a *post terminum* of every term but the first.

When your fine is past at that office, the next place you carry it to is to the *King's Silver Office*, and there they make an entry of the writ of covenant, the day of the *caption*, the fine to the King, &c. and deliver duplicates of their entries to the clerk of the warrants and enrollments, in order for him to enter the same upon estreat rolls, which are by the *puisne* judge of the *Common Pleas*, accompanied by the said clerk of the warrants carried up into the *Exchequer*, in order for process to be made out to the several sheriffs of the respective counties where the lands lie, to collect or levy the *post fines*.

When your fine has passed the *King's Silver Office*, you must carry it to the chirographer, and pay for the same in term-time 5s. 8d. in the next vacation 6s. 2d. and if it be of another term, you pay there 1s. 8d. more for a *post terminum*, and he delivers your fine to the proper clerk of the county where the lands lie, who makes you out a pair of indentures thereon; for which you pay him according to their length.

The Manner of acknowledging a Fine before Commissioners.

Make a copy of the *præcipe* on paper with the commissioners names under-written, and deliver the same to the cursitor of the county, who will thereby make out your *dedimus potestatem* and get it sealed for you.

Then deliver the *dedimus potestatem* under seal, to the commissioners with the *præcipe* and *concord* engrossed on parchment.

The commissioners ought to take care that they know the cognizors and their fitness and capacity to be so; and if husband and wife be cognizors, she is to be examined solely and apart, whether she does it of her own free will, or by threats or compulsion.

The acknowledgment being taken, the commissioners must return the *dedimus potestatem* thus :

“ The execution of this commission, appears in a schedule hereto annexed.”

And then fixing the concord to the back of the *dedimus*, the commissioners must set their hands to the caption and also to the *dedimus* under the return thereof.

The *caption* also must be entered under the *concord*, and the commissioners names subscribed thus :

<p>Taken and acknowledged the 17th day of September, in the 17th year of the reign of his present Majesty George the third, King of Great Britain, Es. Before us,</p>	}	<p>The caption is first in course.</p>
		<p>A. B. B. D.</p>

Your *dedimus* being returned, carry it to the curfitor of the proper county and he will make the writ of covenant; and then pass the fine as before is directed.

Note. That one of the commissioners, or some other person who saw the fine duly taken, must make oath thereof before a judge of the *Common Pleas*, whose clerk thereupon writes an *allocatur*, which is signed by the judge, viz.

Upon the oath of A. B.
gentleman, (one of the
commissioners) of the
due execution of this
fine. Let it pass.

C. D.

Note. The commissioners are to return their *dedimus* with the concord annexed within one year next after the taking the same cognizance at farthest, and if they refuse to return or certify this, the party aggrieved by it may by a writ called *rogationibus admittendis*, or a *certiorari*, compel that commissioner that hath it in his custody, or his executor or administrator, if he be dead, to certify it. *Stat. 23. El. cap. 3. Dyer 220, 246, 320. Fitz. U. B. 147. Co. 5. 30.*

I shall now proceed to the forms of *præcipes* and *concords*; and first we will observe the form of each of the four sorts of fines before mentioned, viz.

The

The Form of a Fine sur conuzance de droit come ceo, que il ad de son done, &c.

Surry. ff. Command *A. B.* that he justly and without delay, perform to *C. D.* the covenant made between them of one messuage, one cottage, and ten acres of pasture, with the appurtenances in ———. And unless, &c.

And the agreement is such (*that is to say*) that the said *A.* hath acknowledged the said tenements, with the appurtenances, to be the right of the said *C.* as that which the said *C.* hath of the gift of the said *A.* and those he hath remised and quit-claimed, from him and his heirs to the aforesaid *B.* and his heirs for ever. And moreover, the said *A.* hath granted for himself and his heirs, that they will warrant to the said *B.* and his heirs, the said tenements with the appurtenances, against the said *A.* and his heirs for ever. And for this, &c.

The Form of a Fine sur done grant and render, otherwise called a double fine.

Middlesex. ff. Command *A. B.* that he justly and without delay, perform to *C. D.* the covenant made between them, of the manor of ——— with the appurtenances, &c. And unless, &c.

And the agreement is such, (*to wit*) that the said *A.* hath acknowledged the said manor, with the appurtenances, to be the right of him the said *C.* as that which the said *C.* hath of the gift of the said *A.* and that he hath remised and quit-claimed, from him the said *A.* and his heirs, to the said *C.* and his heirs; and moreover, the said *A.* hath granted for himself and his heirs, that they will warrant to the said *C.* and his heirs, the aforesaid manor with the appurtenances, against the said *A.* and his heirs for ever. And for this acknowledgment, remise, quit-claim, warranty, fine and agreement, the said *C.* hath granted to the said *A.* and his heirs, the annual rent of 10 *l.* issuing out of the said manor, with the appurtenances; and that he hath rendred to him, &c. for him the said *A.* and his heirs, to have and receive the said rent, at the feasts of the *Annunciation of the blessed Virgin Mary*, and *Saint Michael the Archangel*, by even and equal portions to be paid yearly for ever. And if it shall happen that the said rent of 10 *l.* be in arrear in part or in all after any of the said feasts whereupon it ought to be paid, that then it shall and may be lawful for the said *A.* and his heirs to enter into the said manor, with the appurtenances, and distrain and lawfully to carry and drive

away, and retain in his own possession the distress thereto taken and had, until the said rent of 10*l.* with the arrears thereof, if any be, shall be fully paid and satisfied.

The Form of a Fine sur Connuzance de droit tantum.

Middlesex. ff. Command *A. B.* and *C.* his wife, that they justly perform to *C. D.* the covenant made between them, of the third part of three messuages, three tofts, three gardens, two hundred acres of land, sixty acres of meadow, and one hundred acres of pasture, with the appurtenances in — and —. And unless, &c.

And the agreement is such (*to wit*) that the said *A.* and *C.* have acknowledged the said third part with the appurtenances, to be the right of the said *D.* and have granted that the said third part with the appurtenances (which *J. R.* widow, at the day when this agreement was made, holds for the term of her life) of the inheritance of the said *C.* and which after the death of the said *J. R.* ought to revert to the said *A.* and *C.* mediately after the death of the said *J. R.* shall remain to the said *D.* and his heirs for ever; *to hold*, &c. And moreover the said *A.* and *C.* have granted for themselves and the heirs of the said *C.* that they will warrant to the said *D.* and his heirs, the said third part with the appurtenances (as aforesaid) against them the said *A.* and *C.* and the heirs of the said *C.* for ever. And for this, &c.

A Lease for Years, by a Fine sur Concessit.

Surry. ff. Command *T. B.* that he justly, &c. perform to *G. R.* the covenant made between them, of one messuage, and twenty four acres of land, with the appurtenances in *D.* And unless, &c.

And the agreement is such (*that is to say*) or (*to wit*) that the said *T.* hath granted to the said *G.* the said tenements with the appurtenances, *to have and to hold* to the said *G.* from the feast of *St. Michael the archangel* last past, until the full end and term of twenty one years, from thence next ensuing, and fully to be compleat and ended; yielding therefore yearly, during the said whole term, to the said *E.* and his heirs, ten pounds of lawful money of *Great Britain*, to be paid at the feasts of the *Annunciation of the blessed Virgin Mary*, and *St. Michael the archangel*, by even and equal portions. And if it shall happen, the said rent to be in arrear and unpaid in part or in all, after any of the said feasts; then it shall be lawful for the said *T.* and his heirs to enter into the said tenements, with the appurtenances,

ces, and distrain, and to drive and carry away the distress there taken, and retain the same until they shall be fully paid and satisfied of the said rent, and the arrears of the same. And furthermore, the said T. and his heirs, warrant to the said G. the said tenements with the appurtenances, against the said T. and his heirs, during the said whole term. And for this, &c.

Taken and acknowledged (*as above.*)

A Fine from a Man and his Wife to One, of a Manor, Land, Meadow and Pasture, upon a Grant for 99 Years, without Impeachment of Waste, rendring a Pepper Corn with Warranty against the Heirs of the Husband.

Surry. ff. Command A. B. and M. his wife, that they justly, &c. perform to G. B. Esq; the covenant made between them, of the manor of ———, with the appurtenances; and of 200 acres of land, 300 acres of meadow, and 200 acres of pasture, with the appurtenances in ——. And unless, &c.

And the agreement is such (*that is to say*) that the said R. and M. hath granted to the said E. the said manor and tenements, with the appurtenances, *to have and to hold*, to the said E. from the feast of St. Michael the archangel, last past until the end of the term of 99 years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste; yielding therefore yearly, to the said R. and M. and the heirs of the said R. a pepper-corn; at the feast of the nativity of St. John the Baptist (if demanded.) And they the said R. and M. and the heirs of the said R. warrant to the said E. the said manor and tenements with the appurtenances (as aforesaid) against them the said R. and M. and the heirs of the said R. during the term aforesaid, And for this, &c.

Taken and acknowledged (*as above.*)

A Fine sur Concessit from two Cognizors to one Cognizee, of divers Manors, Tenements, and of Common of Pasture, and a Rectory to hold to the Cognizee for 60 Years, if the Cognizors, or either of them so long live; without Impeachment of Waste; rendring the yearly Rent of a Pepper-Corn (if demanded.)

Surry. ff. Command R. R. baronet, and S. his wife, that they justly, &c. perform to T. Y. the covenant made between them,
of

of the manor of *P. L. L. H. S. W. B. B. E.* otherwise *E.* otherwise *W. B.* and *H.* with the appurtenances; and of thirty messuages, three mills, three gardens, thirty orchards, 800 acres of land, 100 acres of meadow, 200 acres of pasture, 100 acres of wood, 100 acres of furze and heath, and common of pasture, with the appurtenances in —, —, (so naming all the rest of the places where the lands lie) and also of the rectory of — with the appurtenances. And unless, &c.

And the agreement is such (that is to say) that the said *R.* and *R.* have granted to the said *T.* the said manors, tenements, common of pasture, and rectory, with the appurtenances, *to have and to hold* to the said *T.* from the feast of the birth of *our Lord Christ* last past, until the end of the term of 60 years from thence next ensuing, and fully to be compleat and ended, if they the said *R.* and *R.* or either of them, shall so long live, without any impeachment by reason of any waste; yielding and paying therefore yearly, to the said *R.* and *R.* one grain of pepper, at the feast of *St. Michael the archangel*, in every year during the continuance of the whole term aforesaid, if demanded, and if the said *R.* and *R.* or either of them, shall so long live: and the said *R.* and *R.* and the heirs of the said *R.* (the husband) will warrant to the said *T.* the said manors, tenements, common of pasture, and rectory with the appurtenances as aforesaid, during the said whole term, if the said *R.* and *R.* or either of them shall so long live. And for this, &c.

Taken and acknowledged (*as above.*)

A Fine sur Concessit from Husband and Wife, Cognizors to one Cognizee, of an annual Rent of six Pounds and a Mark, issuing out of several Messuages in London, for a Term of 99 Years, if the Wife shall so long live.

London. ss. Command *W. P.* and *E.* his wife, that they justly, &c. perform to *R. S.* Esquire, the covenant made between them, of an annual rent of 6 *l.* 13 *s.* 4 *d.* issuing out of four messuages with the appurtenances, in the parish of *St. John the Evangelist.* And unless, &c.

And the agreement is such (*that is to say*) that they the said *W.* and *E.* have granted to the said *R.* the said rent, to have and receive the same, to the said *R.* from the feast of *St. Michael the archangel*, last past, until the end of the term of 99 years from thence next ensuing, and fully to be compleat (if the said *E.* shall so long live.)

live.) And the said *W.* and *E.* warrant to the said *R.* the said rent (as aforesaid) against the said *W.* and *E.* during the whole term aforesaid (if the said *E.* shall so long live.) And for this, &c.

Taken and acknowledged (as above.)

A Fine sur Conuzance de droit from one to two.

And the agreement is such (that is to say) that the said *A.* hath acknowledged the said tenements and common of pasture, with the appurtenances, to be the right of the said *H.* as those which the said *H.* and *R.* have of the gift of the said *A.* and those he hath released and quit-claimed, from him and his heirs, to the said *H.* and *R.* and the heirs of the said *H.* for ever. And moreover, the said *A.* hath granted for himself and his heirs, that they will warrant to the said *H.* and *R.* and the heirs of the said *H.* the said tenements and common of pasture, with the appurtenances, against the said *A.* and his heirs for ever. And for this, &c.

By two to two, with a Warranty against the Conuzors and the Heirs of one, to the Cognizees and the Heirs of one.

And the agreement is such (that is to say) that the said *T.* and *W.* (the conuzors) have acknowledged the said manor, tenements, rents and commons, with the appurtenances, to be the right of the said *P.* as those which they the said *P.* and *S.* (the cognizees) have of the gift of the said *T.* and *W.* and these they have remised and quit-claimed, from them the said *T.* and *W.* and the heirs of *T.* to the said *P.* and *S.* and the heirs of the said *P.* for ever. And moreover, the said *T.* and *W.* have granted for themselves and the heirs of the said *T.* that they will warrant to the said *P.* and *S.* and the heirs of the said *P.* the said manor, tenements, rent and common, with the appurtenances, against the said *T.* and *W.* and the heirs of the said *T.* for ever,

A Fine sur concessit for 99 Years, if the Wife of the first Cognizor so long live, of a Manor, Burrough, Messuages, Tofts, Mills, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, Rent, common of Pasture, for all Cattle, a Rectory, and the Advowson of a Church.

Surry. ff. Command Sir *R. H. Knt.* and *H.* his wife, *J. M.* Esquire, and *R. C.* Esquire, that they justly, &c. perform to *J. W.* gent. the covenant made between them, of the manor,
of

of *W. B.* otherwise *W. V.* with the appurtenances, and of the burrough of *W. B.* otherwise *O. W.* and also of 200 messuages, 40 tofts, 2 mills, 2 gardens, 1000 acres of land, 1000 acres of meadow, 1000 acres of pasture, 1000 acres of wood, 1800 acres of furze and heath, rent of *ten pounds nineteen shillings and nine pence halfpenny*, and common of pasture for all cattle, with the appurtenances in *W. B.* &c. (naming the places) and also the rectory of *W. B.* otherwise *O. W.* with the appurtenances; and the advowson of the church of *W. B.* otherwise *O. W.* And unless, &c.

And the agreement is such (*that is to say*) that the said *R. H.* and *H. J.* and *R. C.* have granted to the said *J. W.* the said manor, burrough, tenements, rent, common of pasture, and rectory with the appurtenances; and the advowson aforesaid, to have and to hold, to the said *J. W.* from the feast of the nativity last past, until the end of the term of 99 years from thence next ensuing, and fully to be compleat, if the said *H.* shall so long live; *yielding and paying* therefore, to *J. M.* and *R. C.* the yearly rent of a *pepper-corn*, at the feast of *St. Michael the archangel*, in every year during the said term (if required) if the said *H.* shall so long live. And the said *R. H.* and *H.* and the heirs of the said *R.* warrant to the said *J. W.* the said manor, &c. (*here again naming the parcels as aforesaid*) during the said term, if the said *H.* shall so long live. And the said *J. M.* his heirs, warrant to the said *J. W.* the said manor, &c. (*here again naming the parcels*) during the said term, if the said *H.* shall so long live. And lastly, the said *J. C.* warrant to the said *J. W.* the said manor, &c. (*here again naming the parcels as aforesaid*) during the said term, if the said *H.* shall so long live. And for this, &c.

Taken and acknowledged the 18th day of *October*, in the 17th year of his present Majesty's Reign.
Before us,

A. B.

C. D.

A Writ of Covenant of Common.

Command, &c. of three messuages, &c. with the appurtenances in ——— and ———, of a common of pasture for 400 sheep, with the appurtenances in ———, in the parish of ———. And unless, &c.

Of Land, and Sheep Walk.

Command, &c. of one messuage, one cottage, one garden, &c. and a rent of — pounds with the appurtenances in F. also of the liberty of foldage, and of a sheep walk with the appurtenances in F. unless, &c.

Of Woods and Foldage.

Command, &c. of one hundred acres of wood, and the liberty of foldage for 40 sheep with the appurtenance in it and S. And unless, &c.

Of Wood.

Command, &c. of, and three roods of wood, &c. in the parishes of — and —, &c.

Of two Parts in three Parts to be divided.

Command, &c. of two third parts in three parts to be divided, of eight acres of land, forty acres of pasture, forty acres of fresh and moorish land, with the appurtenances in —, &c. And unless, &c.

Of a Parsonage Improprate, and of the Moiety of the Tithes.

Command, &c. of the rectory improprate of —, with the appurtenances; and of the moiety of all the tithes of corn, grain and hay, arising, growing or remaining, in — aforesaid, to the said rectory belonging, &c. And unless, &c.

Of a Manor, Rent, Free-Foldage for Sheep, and a Hundred.

Command, &c. of the hundred of, and the manor of, &c. and a rent of — shillings, and of a free-foldage, with the appurtenances in —. And unless, &c.

A Writ of Covenant, of three Parts of four Messuages, four Cottages, &c. and of the third Part of the Rectory of the Church of —.

Command W. S. that he perform to C. D. the covenant made between them, of three fourth parts of four messuages, four cottages, one mill, ten gardens, ten orchards, 200 acres of arable land, 200

acres of meadow, 200 acres of pasture, 30 acres of moor, 30 acres of turbary, with the appurtenances in *A. B. C. D.* and of the third part of the view of frank-pledge, of the goods and chattels of waifs of fugitives put in exigent, felons *de se*, *deodands*, treasure trove, estrays, with the appurtenances in *M. &c.* also of the third part of the rectory of the church of *K.* with the appurtenances. And unless, *&c.*

A Fine sur Cognizance de droit come ceo, &c. by one to one of a Messuage and lands.

Surry. *ss.* Command *A. B.* that he justly, *&c.* perform to *C. D.* the covenant made between them, of one messuage, two gardens, twenty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances in *S.* And unless, *&c.*

And the agreement is such (*that is to say*) that the said *A.* hath acknowledged the said tenements, with the appurtenances, to be the right of the said *C.* as those which the said *C.* hath of the gift of the said *A.* and those he hath remised and quit-claimed, from himself and his heirs to the said *C.* and his heirs for ever. And moreover, the said *A.* hath granted for himself and his heirs, that they will warrant to the said *C.* and his heirs, the said tenements with the appurtenances, against the said *A.* and his heirs for ever. And unless, *&c.*

By one to two, of two Messuages, Lands and Common of Pasture.

Surry. *ss.* Command *A. B.* that he justly, *&c.* perform to *C. D.* or *E. T.* the covenant made between them of two messuages, five gardens, one hundred acres of land, and two hundred acres of wood, and common of pasture for all cattle, with the appurtenances in *M.* and *B.* And unless, *&c.*

And the agreement is such (*that is to say*) that the said *A.* hath acknowledged the said tenements and common of pasture, with the appurtenances, to be the right of the said *C.* as those which the said *C.* and *D.* have of the gift of the said *A.* and those he hath remised and quit-claimed, from him and his heirs, to the said *C.* and *E.* and the heirs of the said *C.* for ever. And moreover, the said *A.* hath granted for himself and his heirs, that they will warrant to the said *C.* and *E.* and the heirs of the said *C.* the said tenements and common of pasture, with the appurtenances, against the said *A.* and his heirs for ever. And for this, *&c.*

By

By two to two, of a Manor, Lands, Rent and Common, with a Warranty against the Cognizor and the Heirs of one, to the Cognizee and the Heirs of one.

Surry. ff. Command *A. B.* and *C. D.* that they justly, &c. perform to *E. F.* and *G. H.* the covenant made between them, of the manor of ———, with the appurtenances; and of seven messuages, &c. (*mentioning the other lands*) with the appurtenances in *D. C. O.* And unless, &c.

And the agreement is such (*that is to say*) that they the said *A.* and *C.* have acknowledged the said manor, tenements, rent and common, with the appurtenances, to be the right of the said *E.* as those which they the said *E.* and *G.* have of the gift of the aforesaid *A.* and *C.* and those they have remised and quit-claimed, from them the said *A.* and *C.* and their heirs, to the said *E.* and *G.* and the heirs of the said *E.* for ever. And moreover, they the said *A.* and *C.* have granted for themselves and the heirs of the said *A.* that they will warrant to the said *A.* and *C.* and to the heirs of the said *A.* the said manor, tenements, rent and common of pasture, with the appurtenances, against the said *A.* and *C.* and the heirs of the said *A.* for ever. And for this, &c.

By the Husband and Wife, of the Wife's Land.

Surry. ff. Command *A. B.* and *C.* his wife, that they justly &c. perform to *D. E.* the covenant made between them, of one messuage, with the appurtenances, in ——— And unless, &c.

And the agreement is such, (*to wit*) that the said *A.* and *C.* have acknowledged the said messuages with the appurtenances, to be the right of the said *D.* as those which the said *D.* hath of the gift of the said *A.* and *C.* and they have remised and quit-claimed it, from them the said *A.* and *C.* and the heirs of the said *C.* for ever, to the aforesaid *D.* and his heirs for ever. And moreover, they the said *A.* and *C.* have granted for themselves and the heirs of the said *C.* that they will warrant to the said *D.* and his heirs, the said messuage, with the appurtenances, against the said *A.* and *C.* and the heirs of the said *C.* for ever. And for this, &c.

A Release by Fine, by one to two.

Surry. ff. Command *W. W.* that he justly, &c. perform to *L.* and *A. P.* the covenant made between them, of six messuages, &c. with the appurtenances in *C. W.* and *E.* &c. And unless, &c.

And the agreement is such (*that is to say*) that the said *W.* hath acknowledged the said tenements, with the appurtenances, to be the right of the said *L.* as those which the said *L.* and *A.* have of the gift of the said *W.* and those he hath remised and quit-claimed, from him and his heirs, to the said *L.* and *A.* and the heirs of the said *L.* for ever. And further, the said *W.* hath granted for himself, and his heirs, that they will warrant to the said *L.* and *A.* and the heirs of him the said *L.* the said tenements with the appurtenances, against the said *W.* and his heirs for ever. And for this, &c.

A Fine sur cognizance de droit by the husband and wife to two.

Surry. ff. Command *J. T.* and *A.* his wife, that they justly, &c. perform to *W. R.* and *R. D.* the covenant made between them, of four messuages, four tofts, forty acres of arable land, twenty acres of meadow, one hundred and twenty acres of pasture, and — shillings and — pence rent, with the appurtenances in *S.* And unless, &c.

And the agreement is such (*that is to say*) that the said *J.* and *A.* have acknowledged the said tenements with the appurtenances, to be the right of him the said *W.* as those which the said *W.* and *R.* have of the gift of the aforesaid *J.* and *A.* and those they have remised and quit-claimed, from the said *J.* and *A.* and the heirs of him the said *J.* to the said *W.* and *R.* and the heirs of the said *W.* for ever. And moreover, the said *J.* and *A.* have granted for themselves and the heirs of the said *J.* that they will warrant to the aforesaid *W.* and *R.* and the heirs of the said *W.* the said tenements, with the appurtenances, against the said *J.* and *A.* and the heirs of him the said *J.* for ever. And for this acknowledgment, remise, quit-claim, warranty, fine and agreement, the same *W.* and *R.* have given to the aforesaid *J.* and *A.* — pounds sterling.

A Fine sur Connuzance de droit come ceo, &c. from C. D. Husband and Wife, to A. B. with two several Warranties. 1. By the Husband against him and his Heirs. 2. By the Husband and Wife, against the Heirs of the Wife.

Surry. *ss. Command T. P. and J. his wife, that they justly, &c. perform to A. B. the covenant made between them, of ten acres of land, in the town of —. And unless, &c.*

And the agreement is such, (*to wit*) that they the said T. and J. have acknowledged the said tenements, with the appurtenances, to be the right of the said A. as those which the said A. hath of the gift of the said T. P. and J. and they have remised and quit-claimed the same, from them the said T. P. and their heirs, to the said A. and his heirs for ever. And moreover, the said T. hath granted for himself and his heirs, that they will warrant to the said A. and his heirs, the said tenements, with the appurtenances, against him the said T. and his heirs for ever. And further, the said T. and J. have granted for themselves, and the heirs of the said J. that they will warrant to the said A. and his heirs the said tenements, with the appurtenances, against the said T. and J. and the heirs of the said J. for ever. And for this, &c.

Of divers Honors, Castles, Manors, Parks; several Messuages, Cottages, and a great Variety of Parcels placed in their proper Order.

Surry. *ss. Command Sir E. S. Bart. and A. his wife, and E. S. Esq: son and heir apparent to the said E. and M. his wife, and E. S. that they justly, &c. perform to R. E. gent. and G. L. gent. the covenant made between them, of the honours of T. B. and P. with the appurtenances, and of the castles T. B. and P. with the appurtenances; moreover of the parks of T. B. and P. with the appurtenances; and also of ninety messuages, forty cottages, five mills, two dove-houses, one thousand two hundred acres of land, five hundred acres of meadow, one thousand eight hundred acres of pasture, two hundred acres of wood-land, one thousand four hundred acres of furze and heath, one hundred acres of marsh-land, a rent of twenty pounds, common of pasture, view of frankpledge, and whatsoever belongs to the view of frankpledge; a knight's fees, wards, marriages, escheats, goods and chattels of waifs, estrays; goods and chattels of felons, fugitives, outlaws, persons attainted, felons of themselves, deodands, treasure,*

treasure, fairs, markets, wrecks of the sea, and free warren, with the appurtenances in *T. N.* (*mentioning the towns and places where the lands lie, &c.*) and of a free fishery in the waters of *D. H.* and *T.* Moreover, of the advowson of the church of *D. P.* and also of a moiety of the manor of *H.* otherwise *H.* with the appurtenances; escheats, goods and chattels of waifs, estrays, of the goods and chattels of felons, fugitives, outlaws, persons attainted; of the fairs, markets, wrecks of the sea, and of a free warren, with the appurtenances in *H.* otherwise *H.* And of a fourth part of the hundred of *H.* with the appurtenances. And also of the eighth part of a barn, with the appurtenances, in *D.* And unless, &c.

Surry. *ff.* Command the same persons, that they justly, and without delay, perform to the same persons the covenant made between them, of the manor of ———, with the appurtenances, and of 55 messuages, 18 cottages, two corn mills, one dove-house, 70 orchards, 400 acres of land, 100 acres of meadow, 600 acres of pasture, 400 acres of underwood, 500 acres of furze and heath, and a rent of 60*s.* with the appurtenances in ———, ———. And unless, &c.

Surry. *ff.* Command the same persons, that they justly, and without delay, perform to the same persons the covenant made between them, of 800 acres of land, 20 acres of pasture, and 20 acres of furze and heath, with the appurtenances in ———, ———, ———, and ———. And unless, &c.

And the agreement is such (*that is to say*) that the said *E.* and *A.* *E.* and *M.* and *E.* have acknowledged the said honours, castles, manors, parks, tenements, rents, common of pasture, view of frankpledge, escheats, goods and chattels of waifs, estrays, goods and chattels of felons, fugitives, outlaws, attainments, murderers of themselves, deodands, treasure, fairs, markets, wreck of the sea, warren, fishery, the moiety and parts with the appurtenances, and the said advowson, to be the right of the said *R.* as those which the said *R.* and *G.* have of the gift of the said *E.* and *A.* *E.* and *M.* and *E.*; and they have remised and for ever quit-claimed the same, from them the said *E.* and *A.* *E.* and *M.* and *E.* and their heirs, to the said *R.* and *G.* and their heirs. And moreover, the said Sir *E. S.* and *A.* have granted for themselves and the heirs of the said *E.* that they will warrant to the said *R.* and *G.* and to the heirs of the said *R.* the said honours, castles, manors, parks, tenements, rents, common of pasture, view of frankpledge, escheats, goods and chattels of waifs, estrays; goods and chattels of felons, fugitives, outlaws, attainments, murderers of themselves, deodands, treasure, fairs, markets,

kets, wreck of the sea, warren, fishery, the moiety and parts with the appurtenances, and the said advowson, against them the said *E.* and *A.* and the heirs of the said *E.* for ever. And further, the said Sir *E. S. Knt.* and *M.* have granted for themselves, and the heirs of the said *E.* that they will warrant to the said *R.* and *G.* and the heirs of the said *R.* the said honours, &c. (*here again reciting the parcels*) against them the said *E.* and *M.* and the heirs of the said *E.* And furthermore, the said *E.* hath granted for herself and her heirs, that they will warrant to the said *R.* and *G.* and the heirs of the said *R.* the said honours, &c. (*here again reciting the parcels*) against her the said *E.* and her heirs for ever. And for this, &c.

Taken and acknowledged, &c. (*as above.*)

Of a Manor, Grange, divers Messuages, Cottages, several Quantities of Land, Meadow, Pasture, Furze and Heath, from five Cognizors, the four last being two Husbands and their Wives, with Warranty by the first Cognizor against him and his Heirs, and against the other four Cognizors and the Heirs of the Father of the two first Cognizors, and against all persons claiming by them or any of them. 2. A Warranty against the second and third Cognizors, and the Heirs of the Husband, and all the other Persons named in the first Warrant. 3. A Warranty against the two last Cognizors and the Heirs of the Husband only.

Surry. ff. Command J. C. gent. J. C. gent. and M. his wife, and R. B. gent. and E. his wife, that they justly, and without delay, perform to R. C. Esq; the covenant made between them, of the manor of G. with the appurtenances, and of the grange of G. with the appurtenances; also of seven messuages, four cottages, two hundred acres of land, twenty acres of meadow, twenty acres of pasture, and one hundred acres of furze and heath, in G. otherwise G. and otherwise G. S. H. N. and B. And unless, &c.

And the agreement is such (*that is to say*) that they the said *J. J.* and *M.* and *R. B.* and *E.* have acknowledged the said manor, grange and tenements, with the appurtenances, to be the right of the said *R. C.* as those which the said *R.* hath of the gift of the said *J. J.* and *M.* and *R. B.* and *E.* and those they have remised and quit-claimed, from them and their heirs, to the said *R. C.* and his heirs, for ever. And moreover, the said *J.* hath granted, for himself and his heirs, that they will warrant to the said *R. C.* and his heirs, the said manor, grange and tenements, with the appurtenances, against the said *J.* and his heirs, and against the said *J.* and *M.* and *R. B.* and

and *E.* and their heirs ; and against the heirs of *P. C.* gent. deceased, late father of the said *J.* and *J.* and against all other persons claiming by the said *J.* *J.* and *M. R. B.* and *E.* and *P.* or any of them for ever. And further, the said *J.* and *M.* have granted for themselves and the heirs of the said *J.* that they will warrant to the said *R. C.* and his heirs, the said manor, grange and tenement, with the appurtenances, against the said *J.* and *M.* and the heirs of the said *J.* and against the said *J.* *J.* and *M. R. B.* and *E.* and their heirs ; and against the heirs of the said *P.* and against all other persons claiming by the said *J.* and *M.* *J. R. B.* and *P.* or any of them, for ever. And also, they the said *R. B.* and *E.* have granted for themselves and the heirs of the said *R.* that they will warrant to the said *R. C.* and his heirs, the said manor, grange and tenements, with the appurtenances, against the said *R. B.* and *E.* and the heirs of the said *R.* for ever. And for this, &c.

Taken and acknowledged by the above said *J. C.* on the 23^d day of *April*, in the 17th year of his present Majesty's reign. Before us,

T. T.
P. G.

Taken and acknowledged by the above-said *J. C. R. B.* and *E.* his wife, on the 25th day of *April*, in the 17th year aforesaid. Before us,

T. T.
P. G.

Taken and acknowledged by the above named *M. C.* the said *J. C.*'s wife, on the 26th day of *April*, in the 17th year aforesaid. Before us,

T. T.
P. G.

A Præcipe and Concord where one Cognizor warrants one Part, another warrants another Part, and a third another Part.

Surry. *Jf.* Command *A. B.* gent. and *C.* his wife, *D. E.* gent. and *F.* his wife, and *G. H.* gent. and *G.* his wife, that they justly, &c. perform to *G. M.* Esq; the covenant made between them, of three messuages, three barns, three gardens, one orchard, fifty acres of land, ten acres of meadow, thirty acres of pasture, and ten acres of wood-land, with the appurtenances, in *N. P.* and *S.* And unless, &c.

And

And the agreement is such (*that is to say*) that the said *A.* and *C. D.* and *F. G.* and *J.* have acknowledged the said tenements, with the appurtenances, to be the right of the said *J.* as those which the said *J.* hath of the gift of the said *A.* and *C. D.* and *T. G.* and *J.* and those they have remised and quit-claimed, from them the said *A.* and *C. D.* and *T. G.* and *J.* to the said *J.* and his heirs for ever. And moreover, they the said *A.* and *C.* have granted for themselves, and the heirs of the said *A.* that they will warrant one messuage, one barn, and one garden, part of the said tenements in *N.* afore said, to the said *J.* and his heirs, against the said *A.* and *C.* and the heirs of the said *A.* for ever. And also, the said *D.* and *T.* have granted for themselves, and the heirs of the said *D.* that they will warrant another messuage, one barn, one garden, and the orchard afore said, and the said fifty acres of land, ten acres of meadow, thirty acres of pasture, and ten acres of wood-land, part of the said tenements in *P.* afore said, to the said *J.* and his heirs, against the said *D.* and *T.* and the heirs of the said *D.* for ever. And further, they the said *G.* and *J.* have granted, for themselves and the heirs of the said *G.* that they will warrant one messuage, one barn, and one garden, residue of the said tenements in *S.* afore said, to the said *J.* and his heirs, against the said *G.* and *J.* and the heirs of the said *G.* for ever. And for this, &c.

By one to two, of two Messuages, Lands, and Common of Pasture.

Surry. ff. Command *A. B.* that he justly, &c. perform to *C. D.* or *E. T.* the covenant made between them, of two messuages, five gardens, one hundred acres of land, and two hundred acres of wood, and common of pasture for all cattle with the appurtenances in *M.* and *B.* And unless, &c.

And the agreement is such (*that is to say*) that the said *J.* hath acknowledged the said tenements and common of pasture, with the appurtenances, to be the right of the said *C.* as those which the said *W.* and *R.* have of the gift of the said *J.* and those he hath remised and quit-claimed, from him and his heirs, to the said *C.* and *E.* and the heirs of the said *C.* for ever. And moreover, the said *A.* hath granted for himself and his heirs, that they will warrant to the said *C.* and *E.* and the heirs of the said *C.* the said tenements, and common of pasture, with the appurtenances, against the said *J.* and his heirs for ever. And for this, &c.

By Husband and Wife, of the Husband's Lands,

Surry. ff. Command *A. B.* and *C.* his wife, that they justly, &c. perform to *D. E.* the covenant made between them, of two messuages, two tofts, four acres of land (*naming the rest of the parcels*) with the appurtenances in *G.* And unless, &c.

And the agreement is such (*that is to say*) that the said *A.* and *C.* have acknowledged the said tenements with the appurtenances, to be the right of the said *D.* as those which he the said *D.* hath of the gift of the said *A.* and *C.* and they have remised and for ever quit-claimed them, from them the said *A.* and *C.* and the heirs of the said *A.* to the said *D.* and his heirs for ever. And moreover, they the said *A.* and *C.* have granted for themselves, and the heirs of the said *A.* that they will warrant to the said *D.* and his heirs, the said tenements with the appurtenances, against the said *A.* and *C.* and the heirs of the said *A.* for ever. And for this, &c.

OF RECOVERIES.

IN Treating of recoveries, I shall consider them under the following particulars :

What is a recovery, and to what intent it is suffered.

Of the parties thereto.

Of what things a writ of entry will lie, and of what not.

Of the manner in which the parcels are to be placed.

Of the forms of the several sorts of recoveries.

Of their operation and effect.

What is a Recovery, and to what Intent it is suffered.

A recovery, considered abstractedly, is a term made use of to signify the act of the court, in giving judgment for the party, who after litigating a matter in law is entitled thereto ; and when the court have pronounced their judgment for the party to recover, then *eo instanti* of such judgment, the party in whose favour the court have

have given such judgment, may be said to have obtained a *recovery*; and it is much the same in its signification with a decree in the court of *equity*.

And this *recovery*, when considered as to the use that is now made of it, is a common assurance, framed by the wisdom and policy of the law, whereby, tho' there be a judgment of the court, yet it is not in an adversary manner, but by the consent and permission of the parties; which is the reason we generally say, that a *recovery* is to be suffered. But tho' this judgment be fictitious as to any actual litigation upon which it is given, yet it is given upon a *real writ* brought, and is a judgment according to the strict rules of the *common law*, and is made use of to cut off a restraint (which in a common acceptance is termed an *estate tail*) that is so put upon a man, that without this recovery he could not alienate his lands nor mortgage the same, though the utmost exigencies and emergencies of himself and family required it.

There were several inconveniencies which were the grounds and foundation of this method of conveyance, but they are accurately treated of in other books, and a little sketch of them mentioned in *Brown*, of fines.

A recovery is founded upon the strict rules and principles of law, and that will be most properly understood under these following general heads.

Of the Parties thereto.

They are, the *demandant*, the *tenant*, the *vouchee* or *vouches*.

The *demandant* is plaintiff in the writ of entry, who is supposed to bring this real action against the tenant of the freehold of the lands to be conveyed by this assurance: in which action he declares and demands the lands, by his writ and count, wherein he alleges, that the tenant, of whom he demands them, has no right thereto; but after a *disseisin*, which one *H. H.* a fictitious *disseisor*, had made upon the *demandant* within the time limited for the *demandant* to bring the action, *viz.* within thirty years, &c.

The *tenant* is the person against whom the writ of entry is brought, and it is necessary that he be tenant of the freehold; and therefore if the tenant in tail be not in possession, there must be a fine, feoffment, bargain and sale inrolled, or a lease made to some other person, whereby such person may become tenant in possession of the freehold, which by these instruments he is so made in construction

of law : and when the recovery is suffered, the *demandant* recovers against the *tenant* the land demanded ; and the tenant recovers over in value against the vouchee of his land, to make such tenant recompence for his loss.

If the writ of entry be brought against the tenant in tail in possession, and a stranger who has nothing in the land, yet the recovery shall be esteemed good, and the recompence in value shall be supposed to go to him that lost his land (*to wit*) to the tenant in tail. 1 Ven. 1. 358. *Anonymus*.

Yet if a tenant for life, and he in remainder in tail, suffer a common recovery by being made tenant to the *præcipe*, this shall not bind the issue in tail ; for tho' he in remainder is joined with the tenant for life, as tenant to the *præcipe* ; yet tenant for life is the true tenant to the *præcipe*, and the land is recovered against him only ; and the recompence (which is supposed to be given) cannot vest in him in remainder, because the land is in truth recovered against tenant for life. *Leach. v. Cole*, cited in 3 Co. f. 6. b.

If there be a lessee for life, and the remainder is to be in tail, and a *præcipe* is brought against him in remainder in tail ; if he has a surrender from the lessee for life at any time before the recovery compleated, it is a good recovery, and the *præcipe* is made good. *Noy* 126.

If a *bargain and sale* be executed to the lessee for years in reversion, in order to make him tenant to the *præcipe* ; this will not destroy his term. 2 Roll. Rep. 249. 1 Mod. 107.

If a *bargain and sale* of lands be made to *A.* and his heirs ; *A.* hath an estate before his entry, sufficient to be made a tenant to the *præcipe*.

When tenant for life is not made tenant to the *præcipe*, nor hath surrendered his term, a common recovery cannot be suffered to bar the entail. 1 Ventris 360.

Where a tenant to the *præcipe* is made by a fine, and the recovery is suffered, and afterwards the fine is reversed upon a writ of error, yet the recovery is good. 2 Salk. 568. *Lloyd v. Evelin*.

If a tenant to the *præcipe* gains the freehold at any time before the judgment is supposed to be given on the recovery, the recovery will be good. 2 Salk. 568. *Lacy v. Williams*.

A lease and release to make a tenant to the *præcipe*, is said to be good, without any consideration. 1 Mod. 262. *Barker v. Keat*.

The conuzee of a fine levied on *Ostabis Purificationis beate Mariæ*, is sufficient to make a tenant to the *præcipe*, for a recovery suffered the same day; and the law will suppose a *privity* the same day to support the conveyance. *Fettiplaces Case*.

Of the Vouchee.

When the tenant appears and defends his right, he then calls, or rather vouches to warranty, *i. e.* calls before the court the person from whom he claims the lands, and who had warranted to him a just right and title thereto; and having so done, this puts the demandant in a condition to know, who to demand his land of; and therefore the tenant having vouched such a person to warranty, that person is by his warranty a sufficient person for the demandant to demand the lands of, and is called the vouchee.

And if it be with a single voucher, *i. e.* when the tenant to the *præcipe* vouches the common vouchee, so called, because he is a person appointed for this purpose, who is common to all persons for their use on such occasions.

He being called to warranty, is supposed to make a faint defence, by tendering an issue, that this *H. H.* named in the demandant's count, did never disseise the demandant in the manner he had set forth; and upon this, the demandant prays a day, which is supposed to be given to him, to make out the truth of the matter contained in his count: and when he comes back again to the court, and is prepared so to do; the common vouchee never appears, but makes default, and departs in despite of the court, which in real actions is peremptory, and entitles the demandant to final judgment; and this judgment is for the demandant to recover the land against the tenant to the *præcipe*; and he is by the same judgment to recover over against the vouchee of his land, to the value of the land which the tenant to the *præcipe* has lost by the recovery; and if there be more vouchees, they are to recover one against another, in the same manner: and the last real vouchee is supposed to recover lands to the value, against the nominal vouchee; and thereupon a writ of *seisin* is awarded, to put the demandant, who has so recovered the land, into possession thereof.

See more of the effect of a recovery, with single, double, and treble vouchees, hereafter.

Note. Such persons and by such names may be demandants, tenants and vouchees, in recoveries, as may be cognizors and cognizees in fines. *Co. Lit.* 372.

Of

Of what Things a Writ of Entry will lie, and of what not.

Of an acre of land. Of an acre of land covered with water.
12 *H.* 7. 1. 4.

Of a water pit. 10 *E.* 3. 14 *Ed.* 3. 842. *T. N. B.* fol. 191.

Of a passage over the water. Of a bailiwick. *T. N. B.* 191. 34 *E.* 3. 423.

Of an office. 27 *H.* 8. 12.

Of an advowson of a church, or of the fourth part of the tithes.
34 *E.* 3.

Of a portion or part of tithes. *Dyer* fo. 84. pl. 83.

Of a certain parcel of land. *Dyer* 84. pl. 83.

Of the wardship of land, and of the heir, or of the wardship of land only. *Reg.* 161. 22 *E.* 3. fo. 29.

Of all manner of ecclesiastical or spiritual profits, as of a vicarage, portions, pensions, tithes, &c. *Stat.* 32 *H.* 8. c. 7.

Of all and all manner of great, mixt, and small tithes within the vill or hamlet of *B.* in the parish of *A.* howsoever growing, happening, and yearly renewing within the vill or hamlet of *B.* in the parish of *A.* *Thel. lib.* 8. cap. 9 sect. 2.

Of the fourth part of tithes and oblations of the church of *St. Peter*, &c. 16 *Ed.* 3.

Of a certain portion of tithes or land, not shewing how much.
1 *H.* 4. f. 1. *Dyer* fo. 84. pl. 83, 84, 85, & 86.

In ancient times of a hide-land or plow-land. 4 *Ed.* 3. 161.

Of an ox-land. 6 *E.* 3. 291.

Of six foot of land in length and four in breadth. 14 *Aff.* 13.

Of a toft or scite of a mill. 14 *E.* 3.

Of

Of the hundred of *B.* and bailiwick of *C.* 34 *Ed.* 1. 3 *Ed.* 3.

Of a feeding for six sheep. 3 *Ed.* 3. 23. 4 *Ed.* 2.

Of a rood of land. 3 *Ed.* 5.

Of an advowson. 34 *Ed.* 1.

Of a moiety of a rood of land. 41 *Ed.* 3.

Of a shop. *Reg. f.* 3.

Of four acres of elderwood. 11 *Aff.* 13.

It is said that it lieth in a town, but not in a hamlet.

A writ of entry lieth not of a ditch, nor of a pool, nor of a fishery.
8 *E.* 3. 381.

Of an advowson of tithes, of a wain of land. *Reg. f.* 29.

Of a common of pasture. 27 *H.* 8. *f.* 12.

Of estovers. 2 *E.* 3.

Of homage and fealty, nor of services to be done. 6 *E.* 2.

Of an oxland of marsh ground. 13 *E.* 3. *f.* 3.

Of a felon or ridge of land for the incertainty; because a felon, which is a quantity of land, sometimes containing an acre, sometimes more and sometimes less.

Of a garden, cottage or croft. 14 *Aff.* 13. 8 *H.* 8. 3. 22 *E.* 4. 13.

Of a rod of land. 13 *E.* 3.

Of a quarry, a mine or market, 13 *E.* 3. for they are not in demesne but in profit only.

Of an upper chamber. 3 *H.* 6. *f.* 1.

Of an annuity or of a tenement, but it must be of houses and a certain quantity of acres. *Moor* 953.

This

This must be understood that it lies not of these singly and alone, for the common practice shews us, that it will lie of many of these things joined with others that are more worthy, and to which they may be incident.

The Manner in which the Parcels are to be placed.

Things more worthy are to be placed before things that are less so, as a castle before a manor, a manor before a messuage, a messuage before a toft or mill.

Things general before particular, as land, which is the *genus*, before meadow or pasture, which are the *species*.

Entire or whole things before parts, as a messuage before a moiety of a messuage, an advowson before a moiety of an advowson, &c.

An Example of placing the Parcels.

A. B. demands against *C. D.* the manors of *E.* and *F.* with the appurtenances, and two messuages, one shop, one toft, one mill, one dovehouse, two gardens, twenty acres of land, ten acres of meadow, five acres of pasture, six acres of wood, one hundred acres of furze and heath, one hundred acres of moor, ten acres of marsh, ten acres of elder wood, ten acres of rushy ground, five acres of land covered with water, a rent of twenty pounds two shillings and two pence, and a rent of a pair of gold spurs, ten capons, two cocks, two hens, five pounds of pepper, common of pasture for all manner of cattle, view of frankpledge, a free warren, a free fishery, a liberty of foldage, and also fairs and markets, toll, stallage and piccage, goods and chattels of felons, fugitives, outlaws, and of persons put in exigent, deodands, chattels of waifs and estrays, with the appurtenances in *B. A. J. N.* and *B.* Also the rectories of *B.* and *S.* with the appurtenances; and all and all manner of tithes belonging and appertaining thereto; and also the advowson of the churches of *N.* and *B.* and the advowson of the vicarage of *H.* and in which, &c.

Divers other particulars are to be put in the writ, as may be seen in the register, *fo. 1, 2. West. Symb. 2. p. 77.* And this is said to be the manner in which they are placed;

The honour of *A.* with the appurtenances.

The castle of *B.* with the appurtenances.

The burrough of *C.* with the appurtenances.

The forest of *F.* with the appurtenances.

The chase of *G.* with the appurtenances.

The hundred of *D.* with the appurtenances.

The manor of *E.* with the appurtenances.

The scite of the manor of *H.* with the appurtenances.

The scite of the late monastery of *J.* with the appurtenances.

A messuage, a shop, a cellar, a toft, a mill, a dove-house, a garden, land, meadow, pasture, wood, furze and heath, moor; ground wherein rushes grow, or rushy ground; marsh land; elder wood; land covered with water; a rent of ten shillings; a rent of two capons, two hens, and one pound of pepper; common of pasture for all manner of cattle; a free fishery, a free warren; liberty of foldage; a salt pit; a bullary of salt water; a passage over the river *T.*; a wharf, a quay.

A fair and market with the appurtenances.

View of frankpledge, with the appurtenances.

Chattels of felons, outlaws, and persons put in exigent, chattels of waifs, estrays and deodands.

The rectory of *B.* with the appurtenances, and all and all manner of tithes whatsoever belonging and appertaining to the said rectory.

The advowson of the church of *B.*

The advowson of the vicarage of the church of *G.*

The moiety of a messuage.

Of the Forms of the several Recoveries, and the Method of passing the same.

You are to prepare your *præcipe* taken and drawn properly from the deeds, as to the parcels, and ingross it in this form.

If the tenant appears in person and it be with single vouchee, it is thus :

Middlesex ff. Command *A. B.* that he justly, &c. render to *C. D.*
 one messuage, and ten acres of
The tenant personally voucheth to war- land, with the appurtenances
ranty J. M. in *E.* which he claims, &c.

If it be with double or treble voucher you only vary it according to the number of vouchees; thus :

Middlesex ff. Command *A. B.* that he justly, &c. render to *C. D.*
 one messuage, and ten acres of
The tenant personally voucheth to land, with the appurtenances in
warranty T. G. gent. who being *E.* which he claims, &c.
also present voucheth over J. M.

If the tenant appear in person, and the vouchee or vouchees by attorney, then your *præcipe* is thus :

Devonshire ff. Command *A. B.* that he justly, &c. render to *C. D.*
 one messuage, and ten acres of
The tenant personally voucheth to land, with the appurtenances in
warranty G. H. (whereupon the *E.* which he claimeth, &c.
summons is returnable on the
morrow of the Holy Trinity)
who by attorney voucheth over
J. M.

If neither the tenant or vouchee appears in person, but by attorney, then the *præcipe* is thus :

Suffolk ff. Command *A. B.* that he justly, &c. render to
C. D. one messuage and ten acres
The tenant by attorney voucheth to of land, with the appurtenances
warranty J. S. and P. his wife in *E.* which he claimeth, &c.
(whereupon the summons is re-
turnable on the morrow of the
Holy Trinity) who also by their
attorney vouch over J. M.

What

What Persons may be made Tenants.

It is usual to make such person a tenant to the *præcipe* that will be able to go the bar of the *Common Pleas* to vouch to warranty : but a person may be made a tenant to the *præcipe* who is not able to go thither for that purpose ; and in that case you must sue forth a *dedimus potestatem*, which is a commission resembling that before mentioned, for taking the acknowledgement of a fine, *viz.* upon a supposition that the tenant or vouchee is so feeble as not to be able to travel to *Westminster* for that purpose.

When by dedimus.

The *dedimus* impowers the commissioners therein named, to take the acknowledgement of a warrant of attorney, which the tenant executes, to empower two attornies or one of them, to appear for him at the return of the writ of entry.

The Vouchee.

If the vouchee or vouchees live distant from *Westminster*, and cannot come thither to suffer the recovery and vouch to warranty ; then you may sue out a *dedimus potestatem* for that purpose,

Instructions for a Dedimus.

The instructions to the curfitor of the proper county, who makes out this writ of *dedimus potestatem*, for such writ is the *præcipe*, underwriting the names of the commissioners to whom you would have the writ directed, and you pay for the same 1 l. 5 s. 8 d. having gotten your writ, you send it down in the country under seal, *i. e.* inclosed in the wax) and then appoint a day for two of your commissioners to go to the party, and take the acknowledgement of the warrants of attorney, which are in this form :

The Præcipe.

Surry. ff. Command A. S. that he justly. &c. render to T. W. gent. twenty messuages, with the appurtenances in ———, which he claims, &c.

Warrant of Attorney for the Tenant.

Surry. ff. *A. S.* appoints in his stead *W. P.* and *A. F.* against *T. W.* gent. to gain or lose, in a plea of land.

Taken and acknowledged on — the — day of —, in the 17th year of the reign of his present Majesty, *George* the third, King of Great Britain, &c. Before, &c.

A warrant of attorney for the vouchee differs but in this instance, viz.

York. ff. *J. S.* and *P.* his wife, whom *A. S.* voucheth to warranty appoints, &c. as above.

What to be done with the Warrant of Attorney.

The commissioners having taken the acknowledgement of the warrant of attorney, you annex the warrant of attorney to the *dedimus*, and indorse on the back of the *dedimus* the following return,

The Return.

The execution of this writ (or commission) appears in a certain schedule hereto annexed.

How passed at the Bar.

If your recovery be suffered by the tenant in person, you carry your *præcipe* above mentioned, for that purpose, to a serjeant's clerk, and the tenant being there present, the count in the recovery, the voucher to warranty, and the prayer of an *imparlance*, are repeated by some of the serjeants at the bar.

Præcipe to be entered by the Secondary.

Your *præcipe* being thus passed at the bar, you give it to one of the cryers, and he carries it in to the secondary, to that prothonotary in whose office you intend your proceedings shall be entered; and the secondary enters the *præcipe* in a book for that purpose, and you pay

pay him 4 s. 6 d. and it is usual to give the cryer 6 d. for his trouble in getting your *præcipe* entered; and the secondary marks the same thus;

At the bar.

The Fees.

You pay the serjeant's clerk to whom you had given the *præcipe* 6 d. if it be with a single vouchee; 8 s. with a double vouchee; 10 s. with a treble voucher, and 12 s. with a quadruple voucher: and it be by warrant of attorney, you pay him 4 s. more.

When your *præcipe* is thus passed at the bar, you leave a copy thereof with the curfitor, for a writ of entry, which he makes you out in this form;

The Form of a Writ of Entry.

George the third, by the grace of God, of Great Britain, France, and Ireland, King, defender of the faith, &c. To the sheriff of ———, greeting. Command C. D. that he justly, and without delay, render to A. B. four messuages (*here reciting the parcels*) with the appurtenances in E. which he claims to be his right and inheritance, and into which the said C. hath not an entry; but after a *disseisin* which H. H. thereof unjustly and without judgment, made to the said C. D. within ——— years now last past, as he saith: And whereupon he complains, that the said C. D. deforced him; and unless he shall so do; and the said A. B. makes you secure of prosecuting his claim; then summon, by good summoners, the said C. D. that he be before our justices at *Westminster*, in three weeks from the day of St. Michael, to shew why he will not; and have you there the summoners and this writ. Witness ourself at *Westminster*, the ——— day of ———, in the ——— year of our reign.

This writ of entry, when sealed, you carry to the *Alienation Office*, and get it compounded by the commissioners, who sit there for that purpose; when they have compounded or rated at what value the lands are *per annum*; you pay the composition money to the receiver of the King's fines; and having so done, you leave it at the office to be entered, and for the commissioners to indorse their names thereon.

The Fees.

You pay at the *Alienation Office*, if in term, 1 s. 6 d. to the clerk of the office, and 6 d. to the receiver; and if out of term, while the com-

commissioners sit at the office, 2 s. and after that time 2 s. 6 d. to the clerk of the office, and 6 d. to the receiver.

Having passed your writ of entry at the said *Alienation Office*, you carry it to the *Return Office*.

The Form of a Writ of Seisin.

George the third, &c. To the sheriff of —, greeting. Know you that *A. B.* in our court, before our justices at *Westminster*, hath recovered his *seisin* against *C. D.* of four messuages, &c. (*naming the parcels*) with the appurtenances in *B.* by our writ of entry upon a *disseisin in-le post*: Therefore we command you, that, without delay, you cause the said *A.* to have compleat *seisin* of the said tenements, with the appurtenances; and do you forthwith make appear to our justices at *Westminster*, in what manner you shall execute this precept; and have you there this writ: Witness, &c.

The Return of the Writ of Seisin.

By virtue of this writ, to me directed, on the — day of —, in the within written year, I caused full *seisin* of the tenements within specified, with the appurtenances, to be delivered to the within named *A. B.* as I am within commanded.

Note. *This you return yourself.*

R. S. Esquire,
Sheriff.

If your vouchee appears not in person but by *dedimus*, then you must make out your summons, which is supposed to precede the suing of the *dedimus*, and the *dedimus* is supposed to issue to authorize such persons as are therein named to take the acknowledgement by the vouchee or vouchees, of his or their warrant of attorney, there having been a writ of summons to vouch the said persons called the vouchees, to warranty: the method now made use of is, not to sue out a writ of summons first, but make it out after your *præcipe* is passed at bar, to warrant and make compleat the whole proceedings.

The Form of a Writ of Summons.

George the third, &c. To the sheriff of — greeting. Summon, by good summoners, *J. S.* that he be before our justices at *Westminster*, on the octave of *St. Martin*, to warrant to *C. D.* four messuages, &c. (*here reciting the parcels*) with the appurtenances in *E.* which

which *S. B.* in our court, before our justices at *Westminster*, claims as his right against the said *C. D.* by our writ of entry upon a *disseisin in le post*: and whereupon the said *C. D.* in our same court, hath vouched the said *J. S.* to be summoned in your county, to warrant against the said *S. B.* And have you there the summoners, and this writ. Witness Sir *Wm. De Grey*, at *Westminster*, the — day of —, in the — year of our reign.

Note. There were formerly nine returns between the return of the writ of entry and return of the writ of summons, and so betwixt one writ of summons and another: by the statute 17 *Car. 2. c. 6.* they are abridged to five returns inclusive. As for example; if the writ of entry be returnable *tres Mich.* then the writ of summons must be returnable *octab. Martin.* If the writ of entry be *mens. Mich.* then the summons must be *quindecem Martin*; if the writ of entry be *Craftin. Animar.* then the summons must be *octab. Hill.* accounting the return of the writ of entry for one; and then the fifth return is the return of the summons; and so it must be betwixt one summons and another.

The first writ of summons must bear teste on the appearance day of the return of the writ of entry, and so a second summons from the appearance day of the return of the first.

The Form of a Writ of Summons for the second Vouchee.

George the third, &c. (as before to the words) to warrant to *J. S.* (whom *C. D.* heretofore in our court, before our justices at *Westminster*, hath vouched to warranty) four messuages, (naming the parcels) with the appurtenances in *E.* which *A. B.* in our court, before our justices at *Westminster*, claims as his right, by our writ of entry upon a *disseisin in le post*; and whereupon the said *J. S.* in our said court, hath vouched over the said *A. B.* (second vouchee) to be summoned, &c.

It may be necessary in this place to give a definition of the meaning of calling this writ of entry a writ of entry in *le post*; and it must be known, that it is in contra-distinction to three others, which are in the *quibus, per* and *cui*.

Entry in the Quibus.

A writ of entry in the *quibus*, is a writ of entry in the nature of an assize, against the tenant who made the *disseisin* to the demandant himself.

Per

Per Cui and Post.

A writ of entry in the *per cui* and *post* is thus to be understood:

In the Per.

A writ of entry in the *per*, is when he against whom it is brought, claims immediately under the first party, *i. e.* as heir to him, or by his alienation; and it is called in the *per* only from its running in this form: "Command *A.* that he render to *B.* a messuage, of which *A.* hath disseized *B.* unjustly, and without a judgment, and wherein the said *A.* hath no entry, but by *C.* who demised to him." So that there, the words *by the disseisin*, constitute that term of art of calling it a writ in the *per*.

Per and Cui.

In the *per* and *cui* it is thus: "In which the said *A.* hath no entry but by *C. to whom T.* demised it, who unjustly, &c. made the *disseisin*." So that the words, *by C. to whom T.* demised, constitute this term of art, in calling it a writ of entry in the *per* and *cui*.

In the Post.

A writ of entry *on a disseisin in le post*, runs thus: "Wherein the said *A.* hath no entry but *after a disseisin* which *D.* unjustly made to the said *B.*" So that the tenant here claims not by *C.* who demised it to him, nor by *C. to whom D.* demised it to him; but is supposed to come in *after a disseisin* made by *D.* And these words, *after the disseisin*, constitute that term of art, of calling it a writ of entry *upon a disseisin in le post*.

The Entry of a Recovery with a single Voucher.

Surry. ss. *T. P.* Esq; in his proper person, demandeth against *C. S.* gent. three messuages, seven gardens, seventy acres of land, nine acres of meadow, fifteen acres of pasture, twenty acres of furze and heath, and common of pasture for all manner of cattle, and common of turbary, with the appurtenances in *S.* as his right and inheritance; and into which the said *C.* hath no entry; but *after a disseisin* which *H. H.* thereof, unjustly, and without judgment, hath made

made to the aforesaid C. within thirty years, &c. And whereupon he declares, that he was seized of the said tenements and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the time of our Lord the King, that now is; by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth his suit, &c.

The Tenant vouches the common Vouchee.

And the said C. in his proper person cometh and defendeth his right when, &c. and thereupon voucheth J. M. to warranty, who is present here in court in his proper person, and freely warranteth to him the said tenements and commons, with the appurtenances, &c. And hereupon the said J. demandeth against the said J. tenant, by his warranty, the said tenements and commons, with the appurtenances in the manner aforesaid, &c. And whereupon he saith, that he was seized of the said tenements and commons with the appurtenances, in his demesne, as of fee and right in time of peace, in the time of our Lord the King, that now is; by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c. And the said J. tenant, by his own warranty defendeth his right, when, &c. and saith, that the said H. did not disseise the said T. of the said tenements and commons, with the appurtenances, as the said T. by his said writ and declaration doth above suppose. And thereof he putteth himself upon the country, &c.

Imparlance.

And the said T. thereupon craveth leave to imparle, and he hath it, &c. And afterwards the said T. cometh again here unto court this same term, in his proper person; and the said J. altho' solemnly called, cometh not again; but departed in contempt of the court, and maketh default; therefore it is adjudged, that the said T. do recover his seisin against the said C. of the said tenements and commons with the appurtenances; and that the said C. have of the land of the said J. to the value, &c. and the said J. in mercy, &c. and thereupon the said J. prays a writ of our Lord the King, to be directed to the sheriff of the county aforesaid, to cause full seisin of the said tenements and commons, with the appurtenances, to be delivered to him, and it is granted to him; returnable here in three weeks, from the day of the *Holy Trinity*, &c. At which day the said T. cometh here into court, in his proper person, and the sheriff (*namely J. S. Esq;*) now returneth, that he by virtue of the said writ to him directed, on the — day of — last past, caused full seisin of the said tenements and commons, with the appurtenances, to be delivered to the said T. as by the said writ he was commanded, &c.

The Count on Declaration.

Surry. J. D. E. Esq; personally demandeth against *C. S.* three messuages, seven gardens, seventy acres of land, nine acres of meadow, fifteen acres of pasture, twenty acres of furze and heath, and common of pasture for all manner of cattle, and common of turbary, with the appurtenances in ———, as his right and inheritance, and into which the said *H.* hath not any entry; but after a disseisin which *H. H.* thereon, unjustly and without any judgment, made to the said *T.* within ——— years, &c. And whereupon he declares, that he was seised of the said tenements and commons with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the reign of our Sovereign Lord the King, that now is; by taking the profits thereof to the value, &c. and wherein, &c. And thereof he bringeth his suit, &c.

Tenant Voucheth J. V.

And the said *C.* personally cometh and defendeth his right, when, &c. and thereupon voucheth to warranty *J. V.* who is personally present here in court; and freely warranteth the said tenements and commons, with the appurtenances, to him, &c. And hereupon the said *T.* demandeth against the said *J.* tenant, by his warranty, the said tenements and commons, with the appurtenances, in the manner aforesaid, &c. And whereupon he declares, that he was seised of the said tenements and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the time of our Sovereign Lord the King, that now is; by taking the profits thereof to the value, &c. and wherein, &c. And thereof he bringeth his suit.

The Vouchee vouches over the Common Vouchee.

And the said *J. T.* by his warranty, personally cometh and defendeth his right, when, &c. And thereupon further voucheth to warranty *J. M.* who is personally here in court; and freely warranteth the said tenements, with the appurtenances, &c. And hereupon the said *T.* demandeth against the said *J. T.* by his warranty, the said tenements and commons, with the appurtenances, in the manner aforesaid, &c. And whereupon he declareth, that he was seised of the said tenements and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the reign of our Sovereign Lord the King, that now is; by taking the profits thereof, to the value, &c. and wherein, &c. And thereof he bringeth his suit, &c.

The Plea of the Common Vouchee.

And the said *T.* tenant, by his warranty, defendeth his right, when, &c. and pleadeth that the said *H.* did not disseise the said *T.* of the said tenements with the appurtenances, as the said *T.* doth by his said writ and declaration above suppose; and of this he putteth himself upon the country, &c.

Imparlance.

And the said *T.* thereupon craveth leave to imparle, and he hath it, &c. And afterwards, in this very term, the said *T.* personally cometh again here into court, and the said *J.* tho' solemnly summoned, cometh not, but departed in contempt of the court, and maketh default; *Therefore it is adjudged*, that the said *T.* do recover his seisin of the said tenements and commons, with the appurtenances, against the said *C.* and that the said *C.* do have of the land of the said *J.* to the value, &c. and that the said *J.* do have over of the land of the said *J.* to the value, &c. And be the said *J.* amerced, &c.

The Award of the Writ of Seisin.

And hereupon the said *T.* prays a writ of our Sovereign Lord the King, to be directed to the sheriff of the said county, to cause full seisin of the said tenements and commons, with the appurtenances, to be delivered to him; and the same is granted to him, returnable here forthwith; afterwards (*that is to say*) on the — day of —, this very term, the said *T.* personally comes here into this court; and the sheriff, namely *R. F.* Esquire, now returneth, that he by virtue of the said writ to him directed, did on the — day of the same month of —, cause full seisin of the said tenements and commons, with the appurtenances, to be delivered to the said *T.* as by the said writ he was commanded, &c.

Note. It is necessary to shew why this writ of entry varies from that before mentioned.

Personally demandeth.

The words, *personally demandeth*. I apprehend, that the word *propria*, when added to *persona*, signifies, in the place where it is here made use of, no more than that the demandant comes personally into court, in contradistinction to his coming in any other manner, as, *by attorney*, &c. and

&c. and if it be to be literally translated, it would with greater propriety be construed, that he came in his own person; for proper, signifies, as I apprehend, if added to a person, a part of time, a place or thing; that such a person is a fit person to go to such a place, or to do somewhat such a day; or such a place is a proper time or place, to transact such an affair; or if it be applicable to a thing to be done or thought of, then with great propriety of speech it may be said, that *such a thing is very proper to be done or thought of, that the person for whom such a thing is to be done, may meet with success*: but to translate *propria persona* into the words, *proper person*, I submit to better judgments, whether it be not a very improper translation, and if it signifies only the identical presence of the person's coming into court, to distinguish it from his coming into court in any other manner: I believe it will be granted me, that the adverbial translation of his coming *personally* into court, is as significant, and more accurate than to say, that he comes in his *own person*, or *proper person*.

Non habet ingressum.

I have here translated *non habet ingressum*, into the words, *hath not an entry*; because, I conceive, it is better *English* to say, *that a man hath not any money*, than to say, *he hath none*; for *having not* in that case, signifies, his not being possessed of somewhat as his own, and a man cannot be possessed of nothing; tho' he may not be possessed of any thing.

Declareth
Declareth, Dico.

The word *declareth, dico*, may be justly translated either to *declare* or to *plead*, as the purpose of his speaking is to serve his turn, and as the word, *dicit*, is in the plaintiff's count, it may, I apprehend, with great propriety, be said, that the *demandant declareth or declares*, than to say, rudely, that he saith.

In dominico suo ut de feodo et jure.

In dominico suo ut de feodo, is here translated, *in his demesne as of a fee*; and the particle *a* is necessarily understood in the *Latin* expression, and when converted into the idiom of our language it ought to be expressed.

In qua, I think is as plain and more easy, when translated into the word, *wherein*, than to say, *into which*.

Tempore Domini Regis.

Tempora domini regis, I apprehend, signifies the reign of his present Majesty, and not merely, the time that passes away during the continuance of his being our Sovereign; and if it is to be precisely translated, the word, *our*, is as unwarrantably added as my words, *our Sovereign*; for literally, to be sure, it is, in the time of the Lord the King; but I apprehend that is very bald, when compared with the usual mode of speech now bestowed on that occasion; and it cannot be denied, but that I am as much warranted to say, *our Sovereign Lord the King*, as to translate *tempore domine regis* into the words, *in the time of the Lord the King*; since no Latin for the word *our*, appears there.

Producit seclam.

Producit seclam, &c. is here translated, *he bringeth his suit*, &c. instead of, *he bringeth suit*. When the proceedings of the law were in French, which they were, before they were in Latin, the conclusion of the count was, *Et il ent ad suit et dareign bone*, that is, *And thereof he hath a good suit*, that is, *a good action and good proof*: So in the same book, in a *quod ei deferriat*, the conclusion is, *il ent ad suite bon*. And in a count upon a writ of *Quo jure*, the conclusion is, *Et quæ tiel, soit son droit il ent ad suit et dareign bon*, which signifies, that the demandant having shewn what right he hath to the place in question, he concludes, *And that such is his right, he has thereupon brought his suit*, which suit is the action or the manner of bringing the matter in question to a trial, the right to which is called the action, and that he hath good proof of what he had before alledged.

When the proceedings came into Latin, originally the conclusion of a count was, *Et tendatur seclā et disrationatio bona*, which is, *And a suit and good proof is tendered or offered*; and in some places, while the proceedings were in French, the words in the conclusion were, *Et il tendra suit et dareign bon*. *Novæ Narrationes*, 423. and that seems to be the foundation of *tendatur seclā*; and sometimes they did at that time make it, *Et inde producit seclam*, &c. as may be seen in the same book, title, *Articulus ob novas narrationes*, fol. 423. So that from all which it may be said with certainty, that the meaning of the words *Et inde producit seclam*, &c. is, that thereupon the plaintiff brings a suit, (or his suit and good proof) the particle *a* is necessarily implied, and the word *his* is as necessarily understood; so that the reader may make use of the particle *a* or the pronoun *his*, which he thinks most proper; but *bringeth suit*, is unde, and seems to me not a good way of expression.

Vocat ad Warrantizandum.

I have translated *vocat ad warrantizandum*, voucheth to warranty, because *voucheth* is a term of art in law, and signifies more than barely the word *calleth*, for it signifies that the tenant assures, or avows to the court, that he hath a person ready, who is bound to warrant the tenements, and vouches such person so to do; and *Bretton cap. 75.* calls it *ad vocatio ad warrantizandum*, whereby it is plain, that *voucher* signifies more than bare *calling* to warrant, and I think there is no word more proper than the word *voucheth*, as it is a term of art sufficiently understood, and is *ad equale* to the person who is thereby made a party to the suit, who is called the *vouchee*.

In misericordia, &c.

The reason for translating the words, *in misericordia, &c.* and be the said J. amerced.

I need not mention the reason of varying from the form first above mentioned, in some other particulars, because the words, so varied, are, I apprehend, sufficiently declarative of their own propriety.

Here I conceive it proper, to give a description of the several, &c. in this entry.

Infra triginta Annos, &c.

As to the first, &c. Within thirty years, &c. no more is understood thereby, but within thirty years last past, which is the limited time of bringing the action, &c.

Ad Valentiam, &c.

To the value, &c. By that, &c. is understood, to the value of so much as the places amounted to.

Et in qua, &c.

And wherein, &c. is understood, the words that are contained in the writ, viz. wherein the said C. hath no entry, but after a disseisin made upon him by H. H. as above.

Quando,

Quando, &c.

By the words, *when, &c.* in the plea of the tenant, is meant, *when, and in what manner the court will consider thereof.*

By the *&c.* made use of, after the words *Et gratis tenementa prædicta cum pertin' ei warrantizat* is understood, *contra omnes homines imperpetuum.*

By the *&c.* after the words, *informa prædicta* is understood, that the *demandant* demands the lands of the *vouchee*, in the same manner as he had before demanded them of the tenant, *viz. as his right and inheritance, and wherein, &c.*

Point se super patriany, &c.

By the *&c.* in the plea of the common *vouchee*, *¶. M.* is understood, that he submits the matter of the plea to be tried by the country, and prays the *demandant* may join issue with him therein, by submitting the matter likewise to be tried by a jury; but before the *demandant* joins issue, it may be observed, that the *demandant* prays leave to imparle; and then follows the words:

Et habet, &c.

And he hath it, &c. by which *&c.* there is understood no more, than he hath it granted by the court according to his prayer; and then it is to be observed, that the *demandant* comes at the day, but the common *vouchee* comes not, which is called a departure in despite of the court.

The *&c.* after the words, *ad valentiam* in the judgment, signifies, to the value of the lands above recovered by the *demandant* against the tenant, and the same by the tenant against the *vouchee*, and by him against the *vouchee*; and if the tenant or *vouchee* do not appear when they are called, as it is in a *departure in despite of the court*, therefore *seisin* of the lands shall be awarded.

Recoveries in the Grand Sessions.

Recoveries suffered in the court of *Grand Sessions* of *Chester*, are entered upon the default of the *common vouchse*, in this manner: after the common *vouchee* hath appeared and pleaded, then the *demandant* imparles generally the same sessions, without any certain day, by the words, *petit licentiam inde inter loquendi & habet, &c.* and then comes into court again, and the *vouchee*, being called, makes default,

fault, which is there a *departure in despite of the court*, being in the same sessions, and the vouchee having no day given him by the court, nor imparling to any day certain; but being always intended to be present; therefore judgment is entered without a *petit cape*; for if the imparlance had been to another term, then it would have been no departure, tho' he had not appeared; but a *petit cape* must have been first awarded. *Vide* Yel. 211. 3 H. 6. 14. 38 Ed. 3. 13. 28 Ed. 4. 41. 14 H. 8. 2. 2 Cro. 292.

Ad Capiend. inde Espleias ad Valenniam, &c.

The meaning of the *esplees*, taken to the value, &c. signifies, that the produce of the ground or land, (as the *hay* of the meadows, or the *herbage* of the pasture) corn from the arable land, the rents and services, &c. which are termed the *esplees*, have been taken and received by the demandant or his ancestors more strongly; to denote, that he or his ancestors were actually seized of the place in dispute. *Terms of the Law*, 310.

No writ of entry in *le poss* lay at common law, but it is given by the statute of *Marlb. Ch.* 29. which writ of entry in *le poss*, lay by the said statute when he against whom the action is brought, came into the estate, neither in the *Per*, immediately by such a person, nor mediately by such a person, to whom another gave him a title; but when he is either out of every the degrees, as by abatement, disseisin, escheat, recovery, election, succession, dower, judgment, &c. or as the third or more remote alliance; and then the writ shall say, *Whereupon he complains, that A. the tenant, unjustly deforced him*; but these words are never in any writ of *per* and *cui*. *Finch's Law*, 91. b.

Devonshire ff. Command E. T. gent. and G. H. gent. that they justly, and without delay, render to A. B. Esq; and C. D. gent. the manor of —, with the appurtenances, and two messuages, two hundred acres of land, one hundred acres of meadow, one hundred and fifty acres of pasture, ten acres of underwood, common of pasture, a free fishery, a knight's fee, wards, marriages, escheats, reliefs, a court leet, and view of frankpledge, with the appurtenances in —, otherwise *Little* —, *Great* —, otherwise — the *Greater*, S. and T. also the rectory of —, otherwise *Little* —, with the appurtenances; and also, all and all manner of tithes, oblations

The tenant in his own person, calls S. T. the summons L. P. O. whereupon is returnable on the morrow of the Holy Trinity, and whereupon the said S. puts in his stead H. G. and A. R. jointly and severally, against the said A. and C. of the said plea.

oblations, and obventions whatsoever, yearly arising, growing and renewing, in *Little* —, and the advowson of the vicarage of the church of *Little* —, which they claim, &c.

The ancient method of passing recoveries.

The usual method, heretofore, was to enter this *præcipe* on a remembrance of the same term that the *summons* was returnable, which appears above to be of *Trinity term*; and then this remembrance used to be carried to a *serjeant* at the *bar*, who counted against the *tenant*; and another *serjeant* appeared for the *tenant*, and prayed a *summons* against the *vouchee*; and this was all that was done in that term, otherwise than the attorney for the *demandant* made an entry upon the roll of the *demand*, *count*, *voucher*, and of the award of the *summons*, in this manner.

Surry *J. A. B.* gentleman, and *C. D.* gentleman, personally demand against *E. F.* gentleman, and *G. H.* esquire, (naming the parcels as before in the *præcipe* to the words) with the appurtenances, which they claim as their right and inheritance, and wherein they the said *E. F.* and *G. H.* have no entry; but after a *disseisin* which *H. H.* unjustly and without a judgment made thereof, to the said *E. F.* and *G. H.* within thirty years, &c. And whereupon they declare, they were seised of the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, rectory, tithes, oblations, and obventions, with the appurtenances, in their demesne, as of a fee and right, and of the said advowson, as of a fee and right, in time of peace, in the reign of our Sovereign Lord the King, the esplees being taken thereof, to the value, &c. and in which, &c. and thereof he brings his suit, &c. And the said *E. F.* and *G. H.* personally come and defend their right, when, &c. and call thereto to warranty *S. T.* summoned in the said county, and that they may have him here on the *morrow of the Holy Trinity*, by the aid of this court, &c. The same day is here given to the said parties, &c. And thereupon the said *E. F.* and *G. H.* put in their stead *H. G.* and *A. R.* jointly and severally against the said *A. B.* and *C. D.* of the said plea, &c.

The present method of passing recoveries.

But now it must be understood, that the antient method of passing recoveries, as to that particular, is much shortened, and made more easy to the practisers, and less expensive to the parties; for,

instead of carrying the *remembrance* to the court, and the parties appearing there, and the serjeant's praying a *summons* for the *vouchee*, the method now is, when you have got your *warrants of attorney* taken, acknowledged and returned, if they were taken by *dedimus*, then you bring the *dedimus* with the *warrants of attorney*, or the *mittimus* and *transcript*, together with the *præcipe* ready engrossed on paper, and deliver them to a serjeant's clerk, or, if he is not there ready, you may deliver it to the serjeant, whose clerk you intend shall have the benefit of passing it at the bar, and he passes it in the manner before described; which, when done, you give it to the *cryer*, and he delivers it to the secondary of that prothonotary, in whose office you intend to enter the proceedings; and the secondary marks the same, with the words, *At the bar*; and then the *cryer* gives it you back again; and then you draw your entry of the proceedings on the roll of that term; but still you must enter the award of the *summons*, if your recovery be suffered of the same term, that is, if the writs of *entry* and *summons* are of the same term, you enter the *mittimus* and *transcript* in the following manner; but if your writ of *summons* is returnable of another term, then your writ of *entry* and the award of the *summons* must be upon a roll of the term that your writ of *entry* is returnable, and your writ of *summons* must be of another term; as for the purpose, If your recovery be suffered in *Hilary term*, as there cannot be five returns between the return of the writ of *entry* and the return of the *summons*; because *Hilary term* hath but four returns; therefore your award of your *summons* must be upon a roll of *Michaelmas term*, and the entry of the *mittimus* and *transcript* with the recovery, on a roll of *Hilary term*.

The form of the entry of the mittimus and transcript is thus.

Our Lord the King hath sent here, to his justices of the bench, his writ of *mittimus*, closed (together with the tenor of his said majesty's certain writ of *dedimus potestatem* for receiving a warrant of attorney, and the return thereof, and also the warrant of attorney taken thereon) in these words, *George the third*, by the grace of God King of *Great Britain, France and Ireland*, defender of the faith, &c. *To his justices of the bench*, greeting. *The tenors*, &c. (so recite the *mittimus* and *transcript verbatim*, in the small hand.)

Then in your exemplifying hand enter your recovery which I have made a recovery with *double voucher*, in the following manner.

Alias prout patet.

Heretofore, (It is thus contained in the 144th roll) as it appears, (or appeareth) of the term of the *Holy Trinity*, last past.

The

The count.

Devonshire ss. *A. B.* gentleman, and *C. D.* gentleman, in their own persons demand against *E. F.* gentleman, and *G. H.* gentleman, the manor of *D.* with the appurtenances, and two messuages, &c. (*here naming the rest of the parcels as before*) with the appurtenances in *D.* otherwise *Little D.* *Great T.* otherwise *T.* the *Greater S.* and *T.* also the rectory of *D.* otherwise *Little D.* with the appurtenances; also, all manner of tithes, oblations and obventions whatsoever, yearly arising, growing and increasing, in *Little D.* and the advowson of the vicarage of the church of *Little D.* which they claim as their right and inheritance, and wherein they the said *E. F.* and *G. H.* have not an entry; but after a disseisin, which *H. H.* unjustly, and without a judgment, made thereof, to the said *E. F.* and *G. H.* within thirty years, &c. And whereupon they declare, they were seised of the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations and obventions, in their demesne, as of a fee and right, and also of the said advowson, as of a fee and right, in the time of peace, in the reign of Our Sovereign Lord the present King, by taking the esplees thereof, to the value, &c. and wherein, &c. And thereof they bring their suit, &c.

Summons.

And the said *E. F.* and *G. H.* in their own persons come and defend their right, when, &c. and thereupon vouch to warranty, *S. T.* let them have him here on the morrow of the Holy Trinity, summoned in the said county, by the assistance of the court, &c. the same day is here given to the said parties, &c. and hereupon the said *E. F.* and *G. H.* put in their stead *H. G.* and *A. R.* their attornies, jointly and severally, against the said *A. B.* and *C. D.* of the said plea, (*or in the said action*) &c. And now at this day, (*namely*) on the morrow of the holy Trinity, as well the said *A. B.* as *C. D.* come here in their own persons, (*or personally come here*) as the said *E. F.* and *G. H.* by the said *H. G.* their attorney, and the said *S. T.* being summoned, &c. comes likewise by *G. W.* his attorney, and freely warrants to them the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and the said tithes, oblations, obventions, and advowson, &c. And hereupon the said *A. B.* and *C. D.* demand against the said *S.* tenant, by his warranty, the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rec-

tory, with the appurtenances, and the said tithes, oblations, obventions, and advowson, in the manner aforesaid, &c. And whereupon they *declare*, that they were seised of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations and obventions, in their demesne, as of a fee and right, in time of peace, in the reign of Our Sovereign Lord the present King, by taking the esplees thereof, to the value, &c. and in which, &c. And thereof they bring their suit, &c.

Voucher.

And the said *S. T.* tenant, by his warranty, defends his right, when, &c. and thereupon vouches over to warranty *J. M.* who is personally present here in court, and freely warrants to him the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and the said tithes, oblations obventions, and advowson, &c. And *hereupon* the said *A. B.* and *C. D.* demand against the said *J.* tenant, by his warranty, the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, rectory, with the appurtenances, and the said tithes, oblations, obventions, and advowson in the manner aforesaid, &c. And whereupon they declare, that they were seised of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the tithes, oblations and obventions, in their demesne, as of a fee, and also of the said advowson, as of a fee and right, in the time of peace, in the time of Our Sovereign Lord, the present King, by taking the esplees thereof, to the value, &c. and wherein, &c. And thereof they bring their suit, &c.

Plea.

And the said *J.* tenant by his warranty, defends his right, when, &c. and pleads that the said *H.* did not disseise the said *A. B.* and *C. D.* of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations, obventions, and advowson, as the said *A.* and *C.* above suppose, by their said writ and declaration; and thereof he puts himself upon the country, &c.

Imparlance.

And the said *A.* and *C.* pray leave to imparle thereto, and they have it, &c. And afterwards, the said *A.* and *C.* personally come again into this court, this very term; and the said *J.* although solemnly required, comes not again, but departs in contempt of the court, and makes default; therefore it is *adjudged*, that the said *A.* and *C.* recover their seisin against the said *E. F.* and *G. H.* of the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations, obventions, and advowson; and that the said *E. F.* and *G. H.* have of the land of the said *S. T.* to the value, &c. And further, that the said *S. T.* have of the land of the *J.* to the value, &c. and the said *J.* in mercy, &c. And hereupon the said *A. B.* and *C. D.* pray his majesty's writ to be directed to the sheriff of the said county, to cause full seisin of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, relief of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations, obventions, and advowson, and it is granted to them returnable here in *three weeks from the day of the Holy Trinity*, &c. At which day the said *A.* and *C.* personally come here into this court, in their proper persons, and the sheriff, (namely) *J. S.* esquire, now returns, that by virtue of the said writ, to him directed, on the eighth day of *June*, last past, he caused to be delivered to the said *A.* and *C.* full seisin of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, relief of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations, obventions, and advowson, as he was commanded, by the said writ, &c.

But where the recovery is by a treble voucher, it varies from the former only in this respect, That instead of *S. T.* the first voucher, calling the common vouchee to warranty, he calls the other vouchee, in this manner.

And the said *S. T.* tenant, by his warranty, defends his right, when, &c. And thereupon further vouches, to warranty, *H. W.* gentleman, let him have him here *in three weeks from the day of Saint Michael*, summoned in the said county, by the assistance of the court; the same day is given here, as well to the said demandant, as to the said first vouchee, tenant by his warranty, &c. At which day come personally here, as well the said *A.* and *C.* as the said *S.* by his said attorney, and the said *H. W.* being summoned, &c. comes likewise by *J. S.* his attorney, and freely warrants the said manor, tenements, commons,

commons, (*here reciting the parcels*) and proceeding as in the former, only when you come to that part which constitutes the judgment; after having said, as above, that the said E. F. and G. H. may have of the land of the said S. to the value, &c. instead of going on, And that the said S. may have of the land of the said J. to the value, &c. You say, And that the said S. do further have of the land of the said H. to the value, &c. and that the said H. do further have of the land of the said J. to the value, &c. and the said J. in mercy, &c. and then, as in the former; And hereupon the said A. and C. pray, &c.

So this direction will guide the reader with respect to a quadruple voucher, without a useless repetition.

The roll being entered in this manner, and your writs returned, as before mentioned, and the attorney general's hand endorsed upon the writ of entry, you exemplify the recovery in the following manner, on a skin of parchment, with a 10 s. stamp thereon.

The form of your exemplification is thus.

George the third, by the grace of God of Great Britain, France and Ireland, King, defender of the faith, &c. To all to whom these our present letters shall come, greeting. Know ye, that among the pleas of land, inrolled at *Westminster*, before Sir William de Gray, and his brethren, our justices of the bench, of the term of *Saint Hilary*, in the sixth year of our reign, in the thirty-sixth roll, it is thus contained; *Heretofore*, as it appears, in the seventy-first roll of the term of *Saint Michael*, last past, it is thus contained. *Devonshire*. A. B. and C. D. personally demand against E. F. and G. H. the manor, &c. (*going on here with the entry you had made upon the roll, and after the words, As he was commanded by the said writ.*) You conclude your exemplification thus. All, and singular, which premisses, at the request of the said A. and C. by the tenor of these presents, we have commanded to be exemplified. In testimony whereof, we have caused our seal, appointed for sealing of writs in the said bench, to be affixed to these presents. Witness Sir William de Gray, knight, at *Westminster*, on the twelfth day of *February*, in the sixth year of our reign.

This exemplification you examine with the prothonotary, together with the roll, writ of entry, summons and seisin, the remembrance and docquet, in this manner: And having so done, you pay the prothonotary 1 l. 5 s. for the entry of the recovery, and filing the writs, and signing the exemplification, if the recovery be a double voucher by warrant of attorney; and if a double voucher in person, then you pay him only 13 s.

I apprehend it would be deemed superfluous to insert the form of a double, treble, and quadruple voucher, by repeating the entry again at length, when the alteration may be easily described in the manner following.

When it is by double voucher, the tenant, instead of calling to warranty the common vouchée, calls to warranty that person which is vouched before the common vouchée, in this manner.

And the said *C.* in his own person comes and defends his right, when, &c. and thereupon vouches to warranty, *J. H.* esquire, who is present here in court, in his own person, and freely warrants the said tenements and commons, with the appurtenances, to him, &c. and hereupon the said *A.* demands against him the said *J. H.* tenant, by his warranty, the said tenements and commons, with the appurtenances, in manner aforesaid, &c. and whereupon he declares, that he himself was seised of the said tenements and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the reign of his present majesty, by taking the esplees thereof, to the value, &c. and into which, &c. And thereof he brings his suit, &c.

And the said *J. S.* tenant, by his warranty, defends his right, when, &c. and further, thereupon vouches to warranty *J. M.* who is likewise present here in court, in his own person, and freely warrants the said tenements and commons, with the appurtenances, to him, &c. And hereupon the said *A.* demands against him the said *J.* (so on, as in the former.)

Precedents of Deeds to lead the Uses of Fines and Recoveries.

A Deed to lead the Use of a Fine, and a Recovery to be levied and suffered.

THIS Indenture tripartite made, &c. between *J. E.* of *A.* in the county of *S.* esquire, and *M.* his wife, of the first part; *A.* and *B.* of the second part; and *C.* and *D.* of the third part; witnesseth, That for divers good causes and considerations the said parties hereunto moving, It is hereby covenanted, granted, concluded and agreed upon between all and every the said parties to these presents, for them and their heirs; and the said *J. E.* doth for him and his heirs covenant, promise and grant to and with the said *A.* and *B.* their heirs and assigns, by these presents, that he the said *J. E.*

J. E. and *M.* his wife, shall and will before the end of *Trinity term* next ensuing the date hereof, acknowledge and levy in due form of law, according to the laws and statutes of *England*, one fine *sur conusans de droit come ceo*, &c. to be ingrossed, recorded and sued forth with proclamations, according to the laws and statutes in that case made and provided, and the usual course of fines with proclamations in such case used, unto the said *A.* and *B.* and their heirs, or to the heirs of one of them, or to the survivor of them and his heirs, of all that capital messuage and farm situate, &c. by such name and names, number of messuages and acres, quantities and qualities of land, and other things as shall be fit and requisite in that behalf; which said fine so to be acknowledged and levied as aforesaid, and all and every other fine and fines in what manner and form soever, after the day of the date of these presents levied or acknowledged, or to be levied and acknowledged of the premises, or of any part thereof, between the said parties to these presents, or any of them, by any name or names whatsoever, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure, and are hereby declared and agreed to be and enure to the use and behoof of the said *A.* and *B.* and their heirs, to the intent and purpose, that the said *A.* and *B.* shall and may be perfect tenants of the freehold of the premises and of every of them, and of every part and parcel of them, and every of them, with their and every of their appurtenances, until a good and perfect common recovery shall and may be had and executed of all and singular the said messuages, lands, tenements, hereditaments and premises against them the said *A.* and *B.* according to the true intent and meaning of these presents and the said parties hereunto.

And, for that purpose, it is farther concluded, condescended and agreed unto by and between all and every the said parties to these presents, that after the acknowledging and levying of the said fine to the said *A.* and *B.* by the said *J. E.* as aforesaid, and before the end of *Trinity term* next ensuing the date hereof, a good and perfect common recovery, in the nature of a common recovery for assurance of lands, shall be had, executed and perfected of and for all and singular the premises, at the proper costs and charges in the law of the said *J. E.* And that, for that end and purpose, one writ of entry *sur disseisin en le post* shall be brought in the names of the said *C.* and *D.* as plaintiffs or demandants, against the said *A.* and *B.* as tenants, of and for all and singular the said messuages, lands, tenements, hereditaments and premises, with their and every of their appurtenances, by such names, quantities, qualities, contents and numbers of messuages and acres, and other certainties as shall be apt and convenient; to which writ the said *A.* and *B.* shall appear *gratis* in their proper persons, and shall and will vouch to warrant the premises the said *J. E.* who shall vouch the common vouchee; and such farther proceedings shall be had thereupon, that
a good

a good and perfect common recovery, with voucher of the said *J. E.* shall and may be had, prosecuted and executed in and upon the said writ of entry, in all things, according to the usual order and form of common recoveries with double voucher for assurances of lands in such cases used.

And it is further covenanted, concluded, declared and fully agreed unto, by and between all and every the said parties to these presents, for them and their heirs; and it is the true intent and meaning hereof, that from and immediately after such times as the said common recovery shall be had, executed and perfected of the premises, as aforesaid, as well the said fine as the said recovery, and the executions thereof respectively, and all and every other fine and fines, common recovery and common recoveries, and other assurances of the premises, or any part thereof, by any name or names whatsoever, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; and the said recoverors and their heirs, and the conusees in the said fine and their heirs, and all and every other person and persons whatsoever which shall stand or be seised of all or any of the said messuages, &c. and premises, by force and virtue of the said fine and recovery, and either or otherwise howsoever shall so stand and be seised thereof, and of every part and parcel thereof, with their and every of their appurtenances; to the use of the said *J. E.* and *M.* his wife and the heirs of the said *J. E.* for ever; and to and for none other use, intent or purpose whatsoever. *In witness, &c.*

A Settlement made before Marriage, by leading Uses of a Recovery to be suffered, Tenant to the Precipe being made by Bargain and Sale.

THIS Indenture *quadrupartite*, made the _____ day of *F.* in the year, &c. between the Honourable *H. C.* one of the sons of the Right Honourable *A. Lord C.* deceased, of the first part; *D. B.* daughter and coheir of *R. B.* deceased, and sole daughter and heir of *M. B.* wife of the said *R. B.* of the second part; *A. M.* of *R.* in the county of *S.* and *J. B.* of *A.* in the county of *C.* of the third part; and the Right Honourable *A. Lord C.* Baron of *H. J. S.* of *B.* in the county of *O. L. B.* of *B.* in the county of *O.* and *H. M.* of *R.* aforesaid, of the fourth part.

Whereas by one indenture tripartite, bearing even date with these presents, made or mentioned to be made between the said *H. C.* of the first part, the said *A. M.* and *J. B.* of the second part, and the said *A. Lord C.* of *C. J. S. L. B.* and *H. M.* of the third part: *It is witnessed*, that the said *H. C.* for and in consideration of the sum of *5 s.* of, &c. therein mentioned, and for divers other good causes and considerations him thereunto especially moving; hath granted, bar-

gained and sold unto the said *A. M.* and *J. B.* their heirs and assigns, all that the manor and lordship of *J.* with the rights, members and appurtenances thereof, in the county of *W.* and all and singular the messuages, lands, tenements and hereditaments whatsoever in *J.* and *F.* or either of them, or any other place or places within the parish of *J.* or elsewhere within the said county of *W.* wherein the said *H. C.* hath or ever had any manner of estate of inheritance in possession, reversion or remainder, with their and every of their rights, members and appurtenances, And all those messuages, lands, tenements and hereditaments within the township, parish, &c. or fields of *T.* &c. in the county of *G.* or in any of them, wherein the said *H. C.* hath, &c.

And also all that the rectory, parsonage and church of *C.* with the rights, members and appurtenances thereof in the said county of *G.* and the chapel of *C.* in the said county of *G.* to the said rectory of *C.* annexed, with the rights, members and appurtenances hereof. And all those messuages, lands, tenements, tithes and hereditaments within the parishes of *C.* and *C.* aforesaid, or either of them, with their rights, members and appurtenances wherein the said *H. C.* hath, or ever had, &c. And all and singular houses, edifices, buildings, barns, stables, orchards, gardens, yards, lands, tenements, tithes, portions, pensions and hereditaments to the said manor, rectory and premises, or any of them belonging or appertaining, or to or with the same usually demised, used, letten, occupied or enjoyed, or accepted, reputed, deemed, adjudged, taken or known, as part, parcel or member of them or any of them, or as to them or any of them belonging or appertaining; and all and singular other the messuages, lands, tenements and hereditaments whatsoever of the said *H. C.* in the said counties of *G.* and *W.* or either of them.

And the reversion and reversions, remainder, &c. of all and singular the premises, and of every part and parcel thereof, and all rents and yearly profits, reservations and services reserved or payable in, by, or upon any lease or grant had, made or granted, or mentioned to be granted, of the premises hereby granted or mentioned to be granted, or of any of them, *To have and to hold* the said manor, lordship, rectory, messuage, &c. unto the said *A. M.* and *J. B.* their heirs and assigns, *To the use* of them the said *A. M.* and *J. B.* their heirs and assigns, *To the intent* and purpose nevertheless, that the said *A. M.* and *J. B.* or the survivor of them, may be perfect tenants or tenant of the said freehold of the premises, against whom one or more good and perfect common recovery or recoveries may be had and executed of and for the premises, to the uses, intents and purposes therein after mentioned; and for that end and purpose it was further concluded and agreed by and between all and every the said parties to the said indenture, and the said *H. C.* for himself, his heirs, executors, administrators and assigns, did covenant, promise

mise and grant to and with the said *A. M.* and *J. B.* their heirs, executors and administrators, by the said indenture, that before the end of *Easter* term next ensuing the date of the said indenture, several good and perfect common recoveries in the nature of common recoveries for assurance of lands, should be had, executed and perfected, of and for all and singular the premises in the said several counties of *W.* and *G.* respectively, at the proper costs and charges in the law of the said *H. C.* and that for that end and purpose several writs of entry *sur disseisin en le post* should be brought in the names of the said *A. Lord C. J. S. L. B.* and *H. M.* as plaintiffs or demandants herein against the said *A. M.* and *J. B.* as tenants of and for all and singular the said manors, messuages, lands, tenements, hereditaments and premises, with their, &c. appurtenances, by such names, quantities, qualities, contents, and numbers of messuages and acres, and other certainties, as should be apt and convenient, to which several writs the said *A. M.* and *J. B.* should appear *gratis* in their proper persons, and should and would vouch to warrant the premises the said *H. C.* who should vouch the common vouchee; and such further proceedings should be had therein, that several good and perfect common recoveries with double voucher might be had, prosecuted and executed in and upon the said several writs of entry, in all things according to the usual order and form of common recoveries with double voucher, for assurances of lands in such cases used.

And it was farther covenanted, concluded, declared, and fully agreed, by and between all the said parties to the said recited indenture, for them and their heirs, and it was their true intent and meaning, that the said several common recoveries so to be had and suffered as aforesaid, and all and every other recovery and recoveries whatsoever, to be had and suffered of and for the said premises, or any of them, by and between the said parties to the said indenture, or any of them, or whereunto they or any of them should be party or parties, vouchee or vouches, should enure and be, and should be construed, expounded, adjudged, deemed and taken to enure and be; *And* the said *A. Lord C. J. S. L. B.* and *H. M.* and their heirs, and all and every person and persons whomsoever that then were, or thereafter should be at any time seised of and in the said manor, messuages, lands, tenements, hereditaments and premises thereby granted, or therein or thereby mentioned to be granted, or any of them, should from and immediately after the passing and suffering of the said several common recoveries respectively, by force and vertue thereof, and of the said indenture, stand and be seized thereof, and of every part and parcel thereof respectively, to such uses, behoofs, intents and purposes, as are or shall be thereof mentioned, expressed, limited or declared, in and by this present indenture quadrupartite, as in and by the said recited indenture (relation, &c.) may appear.

And whereas a marriage is intended to be, by the grace of God, shortly hereafter had and solemnized between the said *H. C.* and the said *D. B.* with whom the said *H. C.* will have a great advancement as well in monies as in lands of inheritance. *Now this indenture witnesseth*, that for and in consideration of the said intended marriage, and of the advancement in lands and monies thereby accruing to the said *H. C.* and as well for the farther declaration of the uses of the said several common recoveries in and by the said recited indenture tripartite covenanted and agreed to be had and suffered as aforesaid, as of all and singular other the conveyances and assurances at any time hereafter to be had, made, levied executed, acknowledged, or suffered of all and every or any of the said manor, messuages, lands, tenements, hereditaments and premises.

It is now hereby declared, concluded and fully agreed by and between the said parties to these presents, and the said *H. C.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant to and with the said *A. M.* and *J. B.* their heirs, executors and administrators, and every of them, by these presents, that he the said *H. C.* and all and every person and persons whomsoever, having or lawfully claiming, or to claim, any estate, right, title or interest, of, in or to the premises, or any part or parcel thereof, by, from or under him the said *H. C.* shall and will from time to time before the end of *Easter* term next ensuing the date of this present indenture, at and upon the reasonable request of the said *A. M.* and *J. B.* their heirs, executors or administrators, or any of them, but at the proper costs and charges of the said *H. C.* or his assigns, do, make, levy, execute, acknowledge, and suffer, or cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable act and acts, thing and things, assurances and conveyances in the law whatsoever, as well for the corroborating, strengthening and confirming the estate made and granted, or mentioned or intended to be made and granted unto the said *A. M.* and *J. B.* in and by the said recited indenture, and for the making them lawful tenants of the freehold and inheritance of all and singular the premises, as for the farther, better and more perfect assuring, surety, sure making, conveying, settling, establishing or confirming of all and every, or any of the said manor, messuages, lands, tenements, &c. unto and for such and the same uses, intents and purposes as the same premises are herein after granted, conveyed, limited and settled, or mentioned to be granted, conveyed, limited or settled, be it by lease and release, fine, scoffment, or by all and every, or any of the said ways and means, or by any other ways or means in the law whatsoever; as by the said *A. M.* and *J. B.* or either of them, their or either of their heirs, executors or administrators, or their or any of their council learned, &c. and required.

And

*And it is further covenanted, concluded, declared and fully agreed, by and between all the said parties to these presents, for them and their heirs, and it is their true intent and meaning, that from and immediately after such time as the said several common recoveries shall be respectively had and perfected of the premises as aforesaid, the said several common recoveries, and the execution thereof, and all farther and other assurances and conveyances whatsoever of the said premises, and every or any part or parcel thereof, at any time after the day of the date hereof, had, made, levied, executed and acknowledged, or to be had, made, levied, executed and acknowledged, between the said parties to these presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure. And that the said recoveries in the said several common recoveries, and their heirs, and all and every other person and persons, which at any time then after shall be or stand seised of the said manor, messuages, lands, tenements, hereditaments and premises, or any of them, by force and virtue of the said several common recoveries, or either of them, or of any farther or other assurances or conveyances which shall be made and executed of the said premises, or any part thereof, shall so stand and be seised thereof, and of every part and parcel thereof respectively, to the several and respective uses, intents and purposes, and with and under the several limitations, powers, authorities, liberties, provisoes, conditions and agreements hereafter in these presents, as for and concerning the same premises respectively declared, mentioned, limited and expressed, and to and for no other use, intent or purpose whatsoever; (that is to say) *As for and concerning* the said manor and lordship of *J.* and all and singular other the premises whatsoever in the said county of *W.* *To the use* and behoof of the said *H. C.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever.*

And as for and concerning all and singular the said messuages, rectories, tithes, lands, tenements, hereditaments and other the premises whatsoever in the said county of *G.* *To the use* and behoof of the said *H. C.* for and during the term of his natural life, without impeachment of or for any manner of waste; and from and immediately after the determination of that estate, to the use and behoof of the said *A. M.* and *J. B.* and their heirs, during the life only of the said *H. C.* upon trust for preserving the contingent uses thereof herein after limited, and for that purpose to make entries, as there shall be occasion, but not that they shall receive the profits thereof to their own use.

And from and immediately after the decease of the said *H. C.* then as for and concerning all that close of pasture ground, called *W.* in the parish of *T.* in the said county of *G.* and now in the possession

sion of *S. B.* of *T.* aforesaid, widow, or her assigns, being parcel of the premises, *To the use* and behoof of the said *D. B.* for and during all the term of her natural life, for and in the name of her jointure, and in full recompence, lieu and satisfaction of her dower, which she may or otherwise might claim, have or challenge in all or any the manors, lands, tenements, or hereditaments of the said *H. C.* her intended husband: and also from and immediately after the decease of the said *H. C.* as for and concerning all the said messuages, rectory, tithes, lands, tenements, hereditaments and premises in the said county of *G.* (other than the said close herein before limited) to the said *D.* for her jointure, *To the use* and behoof of the said *A. Lord C. A. M. J. L. L. B. J. B.* and *H. M.* their executors, administrators and assigns, for and during the term of sixty years, to be accounted from the death of the said *H. C.* and from thenceforth fully to be compleat and ended, if the said *D. B.* shall so long live. Nevertheless, upon such trusts and confidences, and to and for such intents and purposes, as are or shall be mentioned, expressed, limited, or declared concerning the said premises, in and by one indenture tripartite, bearing date or intended to bear date the day of the date hereof, and made or mentioned to be made between the said *H. C.* of the first part, the said *D. B.* of the second part, and the said *A. Lord C. A. M. J. S. L. B. J. B.* and *H. M.* of the third part: and from and immediately after the expiration, surrender, ceasing or other determination of the said term of sixty years, *To the use* and behoof of the said *D. B.* for and during her natural life, for increase of her jointure.

And from and immediately after the decease of the survivor of them the said *H. C.* and *D. B.* as to, for and concerning all and singular the said messuages, rectory, tithes, lands, tenements, hereditaments and premises in the county of *G.* *To the use* and behoof of the first son of the said *H. C.* on the body of the said *D.* to be begotten, and the heirs male of the body of such first son lawfully to be begotten. And for default of such issue, *To the use* and behoof of the second son of the said *H. C.* on the body of the said *D.* to be begotten, and the heirs male of the body of such second son, lawfully to be begotten. And for default of such issue, *To the use* and behoof of the third son of, &c. And for default of such issue, *To the use* and behoof of the seventh, eighth, ninth, tenth, and all other the sons of the said *H. C.* on the body of the said *D.* to be begotten severally and successively one after another, in order and course as they shall be in order and seniority of age, and priority of birth, and the several heirs male of their several and respective bodies lawfully to be begotten. The elder of the said sons, and the heirs male of his body, being always preferred before the younger of the said sons, and the heirs male of their bodies. And for default of such issue, *To the use* and behoof of the abovesaid *A. Lord C. A. M. J. S. L. B. J. B.* and *H. M.* their executors, administrators and assigns, for and during the term

of ninety nine years, from thenceforth next ensuing fully to be compleat and ended without impeachment of waste. *Nevertheless*, upon such trusts and confidences as are herein after mentioned and declared concerning the same term of years and estate : And from and after the end, surrender, or other determination of the said term of ninety nine years, *Then to the use* and behoof the said *H. C.* his heirs and assigns for ever.

*And it is hereby declared, meant and agreed by and between all and every the said parties to these presents, and the true intent and meaning of them and every of them, and of these presents, is, That the said term and estate, so as aforesaid, limited unto the said A. Lord C. A. M. J. S. L. B. J. B. and H. M. their executors, administrators and assigns, for the said term of ninety nine years, is upon this special trust and confidence, and to the intent and purpose, that in case the said H. C. shall have any one or more daughter or daughters begotten on the body of the said D. B. which shall be living at the time of the commencement of the said term of ninety nine years, that then they the said A. Lord C. A. M. J. S. L. B. J. B. and H. M. or the survivors or survivor of them, or the executors or administrators of the survivor of them, shall by, with and out of the rents, issues and profits of the said messuages, rectory, tithes, lands and premises to them limited for the said term of ninety nine years, or by sale or demise thereof, or of any part thereof, for all or any part of the said term, or by all or any of the said means or otherwise, as to them in their discretions shall seem meet, levy and raise the sum of 4000 *l.* for the portion or portions of such daughter or daughters, to be paid in such sort, manner and form as is herein after mentioned ; (that is to say) *In case* there shall be one such daughter, and no more, then the said sum of 4000 *l.* shall be levied and raised for the portion of such one daughter. And if there shall be two or more such daughters, then the said sum of 4000 *l.* shall be levied and raised for the portions of such two or more daughters, to be equally divided amongst all such daughters ; which said portion or portions shall be paid unto such daughter or daughters who shall not be born, or shall be unmarried, or under the age of 17 years, at the time of the commencement of the said term of 99 years respectively, at the day or days of her or their respective marriage or marriages, or at her or their respective age or ages of 17 years, whichsoever shall first happen.*

But if she or any of them shall be married, or shall have attained the said age of 17 years, before the commencement of the said term of 99 years, then the portion or portions of such daughter or daughters which shall be so married, or shall have attained her said age of 17 years before the commencement of the said term of 99 years, shall be paid unto her or them respectively so soon after the commencement of the said term of 99 years as the same can be raised.

And

*And upon this further trust and confidence also, that after the said sum of 4000*l.* shall be levied and raised for the portion or portions of such daughter or daughters as aforesaid; together with all charges in or about the levying or raising thereof: Or, that any person or persons to whom any estate is herein before limited in remainder of the same premises, shall pay the same within the respective time and times limited for payment thereof; that then at any time after, as also in case there shall be no such daughter or daughters, at the time of the commencement of the said term and estate for 99 years, they the said A. Lord C. A. M. &c. their executors, administrators and assigns, shall and will, at the reasonable request and proper cost and charges of such person or persons to whom the next and immediate estate for the time being, of and in the premises expectant, upon the determination of the said term of 99 years, shall by the true intent and meaning of these presents belong or appertain, surrender and yield up the said estate and term of years unto such person or persons so requiring the same.*

Provided always, and it is declared, concluded and fully agreed unto, by and between all and every the said parties to these presents, that it shall and may be lawful to and for the said H. C. from time to time during his life, by any writing or writings under his hand and seal, to demise, grant, lease, limit or appoint all or any of the messuages, rectory, tithes, lands, tenements, hereditaments and premises herein before mentioned in the said county of G. to any person or persons whatsoever for the term of 21 years, or for any term or number of years not exceeding 21 years in possession; or for one, two or three life or lives in possession; so as upon every such lease or leases so much yearly rent as is now yearly reserved, yielded or paid for the same, or more, or a proportionable part of such rent, where only part of the premises now letten shall be demised, shall be reserved to continue due and payable during the said several demises and leases. And that the said recoveries and other assurances aforesaid shall be, and the said recoveries respectively shall stand and be seized of the premises so demised or leased to the several and respective uses of such persons respectively, to whom the same shall be so leased for the terms, by the said leases respectively demised, and of the reversion and reversions thereof during the said leases respectively, and of the premises themselves, after the said leases ended, to such use and uses respectively as the same should have been, if no such leases had been made.

And the said H. C. for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said A. Lord C. A. M. &c. their executors and administrators by these presents, that over and besides the messuages, rectory, tithes, lands, tenements and hereditaments in the said county of G. in and by the said recited indenture of bargain and sale, bearing

ing even date with these presents, and by the said several common recoveries, or by any or either of them, settled or agreed, or intended to be settled to and upon the first and other sons of the said *H. C.* to be begotten on the body of the said *D. B.* as aforesaid. He the said *H. C.* shall and will either leave to descend unto, or by good and sufficient conveyances and assurances executed in his life time, settle upon the eldest son and heir of the said *H. C.* begotten on the body of the said *D. B.* or other heir male of the body of the said *H. C.* begotten on the body of the said *D. B.* in fee-simple, or in tail general or special, lands and hereditaments of the clear yearly value of 500 *l. per annum* over and above all charges and reprises (publick taxes excepted) lying and being in *J.* aforesaid. Which said lands and hereditaments of the yearly value of 500 *l.* as aforesaid, shall come to such son, or other heir-male of the body of the said *H. C.* begotten on the body of the said *D. B.* in possession, either immediately after the decease of the said *H. C.* or after the decease of the said *H. C.* and of such woman as shall be his wife at the time of his decease.

And the said H. C. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant to and with the said *A. Lord C. A. M. &c.* their executors and administrators, by these presents, that the messuages, rectory, tithes, lands, tenements and hereditaments herein before mentioned in the said county of *G.* now are of the clear yearly value of 1000 *l. per annum* over and above all reprises (except publick taxes) and so shall continue for ever hereafter, notwithstanding any act or thing whatsoever done, or to be done, or wittingly suffered by him the said *H. C.*

And moreover, That he the said *H. C.* at and immediately before the sealing and delivery of the said recited indenture tripartite, bearing even date with these presents, was lawfully, rightfully and absolutely seised of and in all and singular the manor, messuages, lands, tenements, hereditaments and premises in the said indenture comprized, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any condition or limitation of any use or uses, or other matter or thing, to determine, alter or change the same. *And* that he the said *H. C.* now hath, or immediately before the sealing and delivery of the said recited indenture had, full power and lawful authority in himself, to bargain, sell, convey, settle and assure all and singular the said manor, rectory, tithes, lands, tenements, hereditaments and premises, in manner and form aforesaid.

And further also, That all and singular the said manor, rectory, tithes, lands, tenements, hereditaments and premises herein before mentioned, to be by the said recited indenture bargained and sold, and in the said several common recoveries, or either of them respectively agreed to be comprized, and every part and parcel thereof, with their, &c. appurtenances, now are, and from time to time, and at all

times hereafter shall remain, continue, and be to the several uses, purposes and intents, in and by the said recited indenture, and these presents, mentioned and expressed, and according to the intent and true meaning of the said recited indenture and these presents, clear and free, and freely, clearly and absolutely acquitted, freed, exonerated and discharged, of and from all and all manner of former and other bargains, sales, feoffments, devises, uses, jointures, dowers, entails, estates, leases, rights, titles, rents, arrearages of rents, judgments, statutes, recognizances, charges and incumbrances whatsoever, had, made, committed or suffered by him the said *H. C.*

And further also, That he the said *H. C.* and all and every other person and persons whatsoever, any estate having, or lawfully claiming of, in, or to the premises, or any part or parcel thereof, by, from or under him, shall and will from time to time, and at all times hereafter, at and upon the reasonable request of the said *A. Lord C. A. M. &c.* their executors or administrators, do, make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable act and acts, thing and things, assurances and conveyance in the law whatsoever, for the farther, better, and more perfect assuring, settling and confirming of all and singular the premises herein before mentioned, or any part thereof, to the uses, intents and purposes herein before expressed concerning the same respectively. *Be it* by fine or fines, feoffment or feoffments, common recovery or recoveries, with single, double or treble voucher or vouchers, release or confirmation or otherwise howsoever, as by the said *A. Lord C. A. M. &c.* their or any of their executors or administrators, or by their or any of their council learned in the law, shall be reasonably devised, or advised and required. *In witness, &c.*

A Security or Deed to levy a Fine.

THIS Indenture tripartite made, &c. between the Right Honourable *J. Lord P.* of, &c. and dame *M. C.* of, &c. of the first part; Sir *J. G.* of, &c. of the second part; and *R. W.* of, &c. of the third part: *Witnesseth,* That for the full satisfaction of a great debt due to the said lady *C.* for which the borough, manor, barton and demesnes of *B.* herein after mentioned, were by former conveyances by Sir *B. G.* father of the said Sir *J. G.* conveyed in mortgage to *J.* late Lord *P.* and the said now Lord *P.* and their heirs, in trust for the said Lady *C.* And for the performance of an award made the day of, &c. now last past, by *J. A.* and *T. P.* Esquires, touching the said mortgage. *It is* hereby covenanted, granted, concluded and agreed by and between all and every the said parties to these presents, for them and their heirs; And the said *J. Lord P.* dame *M. C.* and Sir *J. G.* for them and their heirs, do covenant and grant to and with the said

R. W. his heirs, executors, administrators and assigns, by these presents, that they the said *J. Lord P. dame M. C.* and Sir *J. G.* or their respective heirs, shall and will before the end of *E.* term, now next ensuing the date hereof, acknowledge and levy in due form of law one fine, *sur conusance de droit come ceo*, &c. to be ingrossed, recorded and sued forth with proclamations, according to the statutes in that case made and provided, and the usual course of fines with proclamations in such cases used, unto the said *W. R.* and his heirs, *Of all* that the borough, manor, barton and demesnes of *B.* in the county of *D.* with the rights, members and appurtenances thereof; *And of all* messuages, mills, lands, tenements, rents, reversions, services, courts, view of frankpledge, liberties, privileges, profits, commodities and other hereditaments whatsoever to the said borough, manor, barton and demesnes, or any of them belonging or appertaining, or as part or parcel thereof, used, enjoyed, reputed or taken, with their and every of their appurtenances; *And of all* other the messuages, lands, tenements and hereditaments, now or at any time heretofore the inheritance of the said Sir *J. G.* in *B.* aforesaid; by such apt and convenient name and names, numbers of messuages and acres, quantities and qualities of land, and other things as shall be fit and requisite.

And it is also hereby covenanted, concluded and agreed by and between the said parties to these presents, for them and their heirs, and all the said parties to these presents do hereby declare, that the said fine herein before covenanted to be levied as aforesaid, and all and every other fine and fines whatsoever to be had and levied by and between the said parties to these presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; and that the conusee or conusees in the said fine or fines, and all and every other person and persons whatsoever, that by force and virtue of the said fine, or any other fine or fines, shall be seised of the said manor and lands herein before mentioned, or any part thereof, shall stand and be seised thereof, and of every part and parcel thereof, *To the use* and behoof of the said Sir *J. G.* his executors, administrators and assigns, for and during the space of six months to be accounted from the day of the date of these presents, and from thenceforth fully to be compleat and ended, with such further power as is herein after to him limited; and from and immediately after the expiration of that term, *To the use* and behoof of the said dame *M. C.* her executors and assigns, for and during the term of 500 years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste; subject nevertheless to such condition as is herein after mentioned; and from and immediately after the expiration, ceasing or other determination of the said term of 500 years, then *To the use* and behoof of the said Sir *J. G.* his heirs and assigns for ever; and to no other use or uses, intent or purpose.

Provided always, and it is the true intent and meaning of these presents, and of the parties to the same, and they do hereby farther declare the use of the said fine to be, that if Sir J. G. his heirs, executors, administrators or assigns, or any of them, shall or do well and truly pay or cause to be paid unto the said dame M. C. her executors, administrators or assigns, or any of them, the full and whole sum of 3250*l.* of good and lawful money of *England*, at one intire payment, at and upon the — day of — next ensuing the date hereof, at or in the now dwelling-house of, &c. that then and from thenceforth the estate and term herein before limited to the said dame M. C. her executors, administrators and assigns, for 500 years as aforesaid, shall cease and be void; any thing in these presents contained to the contrary notwithstanding.

And the said Sir J. G. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant, to and with the said dame M. C. her executors, administrators and assigns, by these presents, that he the said Sir J. G. his heirs, executors, administrators or assigns, or some or one of them, shall and will well and truly pay or cause to be paid unto the said dame M. C. her executors, administrators or assigns, the said sum of 3250*l.* at one entire payment, at the time and place before in the said proviso or condition mentioned for payment thereof, without any defalcation, deduction or abatement of any thing for or in respect of any taxes or other charges ordinary or extraordinary, or otherwise.

Provided always, and it is hereby declared, meant and agreed by and between all and every the said parties to these presents; and the further intent and meaning of them and every of them, and of these presents, is, and the further use of the said fine is hereby declared to be, That the said Sir J. G. his executors, administrators and assigns, shall have power, and that it shall and may be lawful to and for the said Sir J. G. his executors, administrators and assigns, from time to time, and at all times, during the continuance of the said term and estate, for six months hereby to him the said Sir J. G. his executors, administrators and assigns limited as aforesaid, by any writing or writings by him or them to be sealed and delivered, and subscribed with his or their own hand, in the presence of two or more credible witnesses, to demise, grant or lease any part or parcel of the premises heretofore usually demised unto any person or persons whatsoever, for one, two or three life or lives in possession, or for any term of years determinable upon one, two or three life or lives in possession, or for one or two life or lives, or any number of years, determinable upon one or two life or lives in reversion or expectancy, after any estate or estates by lease or copy of court-roll for one life, or determinable upon one life then in being; or for one life or any number of years determinable upon one life in reversion or expectancy, after any estate or estates by lease or copy of court-roll for two lives, or determinable upon

upon two lives then in being; so as upon every such lease or leases, demise or demises, there be reserved, to continue due and payable during all the continuance of the said respective leases, the ancient rents, duties and services which have been heretofore usually paid or performed for the same premises so to be leased; *And that* immediately from and after the making of every such demise, lease or grant, the conusees of the said fine, and their heirs, and all and every other person or persons which shall be then seised of such part or parts of the said premises as shall be so demised, granted or leased, shall stand and be seised thereof, and of every part and parcel thereof, to the several and respective uses of the several and respective persons, their executors, administrators and assigns, to whom such leases and estates shall be so made and granted, or mentioned to be made or granted, for such terms and estates as shall be so granted or mentioned to be granted, according to the intent and true meaning of the said several and respective deeds or writings so leasing or granting the same; and of the reversion and reversions thereof during the said leases, terms and estates, and of the premises themselves, after the said leases, terms and estates shall be ended and determined, and as the same shall severally and respectively end and determine, *To the use* of such person or persons, and for such estate and estates, and in such sort, manner and form as the same are hereby limited, and as the same should have been if such leases and estates so to be made by virtue of these presents had not at all been.

And the said Sir J. G. doth for himself, his heirs, executors, administrators and assigns, covenant, promise and grant to and with the said dame *M. C.* her executors, administrators and assigns, by these presents, That if default of payment of the said sum of 3250*l.* at the time and place before mentioned be made or suffered; that then, immediately from and after such default in payment thereof, the said dame *M. C.* her executors and assigns, shall and may, for and during all the said term and time of 500 years herein before limited, or meant or intended to be limited to the said dame *M. C.* her executors and assigns, quietly and peaceably have, hold and enjoy the said borough, manor, and all and singular other the premises, with the appurtenances, without any the let, suit, trouble, ejection, expulsion or eviction of or by him the said Sir *J. G.* his heirs or assigns, or by any person claiming the same in, by, from or under him or them; and without any lawful let, suit, trouble, interruption, eviction or ejection of or by any other person or persons whomsoever; *And that* free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all and all manner of former and other bargains, sales, feoffments, grants, leases, jointures, dowers, recognizances, judgments, executions, statutes-merchant and of the staple, seizures, sequestrations and causes of seizure and sequestration; and of and from all other burthens, charges and incumbrances whatsoever, had, made or done by the said Sir *J. G.* or by any other person or persons whomsoever; (the several leases, demises and grants of several tenements and parcels of the said borough, manor and premises heretofore made
and

and granted to several persons for several estates and terms, not exceeding three lives, or determinable by the death of one, two or three persons therein named severally and respectively, and that under certain yearly rents which shall continue payable during their said several estates and terms, and the grants and estates hereby allowed to be granted and made, and all such conveyances and assurances as have been made of the premises unto the said *J. Lord P.* and *J. Lord P.* deceased, late father of the said now *Lord P.* and the said dame *M. C.* or any of them, only excepted and foreprized.)

And the said Sir J. G. doth farther for himself, his heirs, executors and assigns, covenant, promise and grant to and with the said dame *M. C.* her executors, administrators and assigns, by these presents, that from and after such default of payment of the said 3250 *l.* as aforesaid, he the said *Sir J. G.* his heirs and assigns, shall and will from time to time, and at all times, within the space of seven years next after such default as aforesaid, upon reasonable request to him or them to be made, make, do and execute, or cause to be made, done and executed, all and every such further and other reasonable act and acts, thing and things, assurance and assurances in the law, as well for the better assuring and conveying of the premises unto the said dame *M. C.* her executors and assigns, for and during the rest and residue of the said term or time of 500 years herein before limited in use, or meant, mentioned or intended to be limited in use to the said dame *M. C.* her executors, administrators and assigns, as also for the conveying and assuring of the inheritance of the same premises, unto such person or persons, and his or their heirs, as the said dame *M. C.* or her executors or administrators shall nominate in that behalf; as by the said dame *M. C.* her executors, administrators or assigns, or by her or their council learned in the law shall be devised, advised or required. *In witness whereof, &c.*

A Deed to lead the Uses of a Fine sur concessit.

THIS indenture &c. between *A. B.* of the one part : and *C. D.* and *E. F.* of the other part : *Witneseth,* That for divers good causes and considerations the said parties hereunto moving, it is hereby covenanted, granted, concluded and agreed upon by and between all and every the said parties to these presents, for them and their heirs; and the said *A. B.* doth for him and his heirs covenant, promise and grant to and with the said *C. D.* and *E. F.* their heirs and assigns by these presents, that he the said *A. B.* shall and will, before the end of *Easter* term next ensuing the date of these presents, acknowledge and levy in due form of law, according to the laws and statutes of *England*, unto the said *C. D.* and *E. F.* or to the survivor of them, one or more fine or fines *sur concessit*, whereby the said *A. B.* shall grant to such

such conusee or conusees, or his or their heirs, for and during all the term of the natural life of the said *A. B.* of all that the castle of, &c. by the name and names of, &c. or by such other apt and convenient name and names, numbers of messuages and acres, quantities of land and other things as shall be fit and requisite; which said fine or fines so to be had, acknowledged and levied as aforesaid, shall enure and be, and shall be construed, deemed, adjudged and taken to enure and be, To the use and behoof of such conusee or conusees, and his or their heirs, during all the term of the natural life of the said *A. B.* In witness, &c.

A Deed to lead the Use of a Fine to be levied of certain Lands, &c.

THIS Indenture made, &c. between *H. G.* of, &c. and *M. G.* of, &c. of the one part, and *T. R.* of the other part: *Witneseth,* That for divers good causes and considerations the said parties thereunto moving, it is hereby concluded and agreed on by and between all and every the said parties to these presents, for them and their heirs; and the said *H. G.* and *M. G.* for themselves and their heirs, do covenant and grant to and with the said *T. R.* his heirs, executors and administrators, by these presents, That they the said *H. G.* and *M. G.* shall and will, at the costs and charges of the said *T. R.* his heirs and assigns, or some of them, before the end of this present *Michaelmas* term, acknowledge and levy, in due form of law, according to the laws and statutes of *England*, one fine *sur conusans de droit come ceo*, &c. to be engrossed, recorded, and sued forth with proclamations, according to the statutes in that case made and provided, and the usual course of fines with proclamations in such case used and accustomed, unto the said *T. R.* and his heirs, of all that full third part (in three parts to be divided) of one messuage or tenement, with the appurtenances, &c. And of all barns, stables, out-houses, orchards, gardens, back-sides, lands, tenements, meadows, pastures, feedings, commons, woods, underwoods, ways, paths, waters, lights, easements, profits, commodities, emoluments, advantages and hereditaments whatsoever, to the said messuages or tenements and cottages belonging or appertaining, or therewith usually let, occupied or enjoyed; and also of all that full third part of all those lands, arable, meadow and pasture, which now are, or at any time heretofore have been usually demised, let or occupied to or with the said messuages or tenements and cottages, as part, parcel or member thereof, or thereunto belonging or appertaining, and of all and singular other the messuages, tenements, farms, cottages, lands, meadows, pastures and hereditaments whatsoever, of them the said *H. G.* and *M. G.* situate, &c. or in any other town, parish or place whatsoever, in the said county of *K.* which were the freehold or inheritance at the common law of *E. G.* deceased, elder brother of the said said *H. G.* by the names of, &c. or by such other apt and convenient name and names, number of messuages and

and acres, quantities and qualities of lands and other certainties as shall be fit and requisite in that behalf.

Which fine and all other fines after the date of these presents, levied or to be levied by the said *H. G.* and *M. G.* or either of them, to the said *T. R.* of the premises or any part or parcel thereof, shall be and enure, and shall be adjudged, construed, expounded, deemed and taken to be and enure, and by these presents, and by all the said parties to these presents declared and agreed to be and enure, and at the time and levying thereof to be and to have been levied, To the use and behoof of the said *T. R.* his heirs and assigns, and to and for none other use, intent or purpose whatsoever. *In witness, &c.*

Feoffment and Covenant to levy a Fine, and suffer a Recovery of a Manor, Advowson of a Rectory, Capital House, Parsonage impropriate, &c.

THIS Indenture tripartite, made, &c. between *D. D.* of *T. G.* in the county of *E.* Esq; *J. D.* of the parish of, &c. brother of the said *D. D.* and *Do. D.* of *C.* in the county of *K.* sister of the said *D.* and *J.* of the first part; *R. A.* of *L.* Esq; of the second part; and *R. H.* of *L.* gent. of the third part; *Witnesseth*, That the said *D. D.* for and in consideration of the sum of 3800 *l.* of, &c. to him in-hand paid by the said *R. A.* at or before the sealing and delivery of this present indenture; the receipt whereof the said *D. D.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly and absolutely acquit, exonerate and discharge the said *R. A.* his executors and administrators for ever, by these presents; hath granted, bargained, sold, aliened, enfeoffed and confirmed; and by these presents, for him and his heirs, doth clearly and absolutely grant, bargain, sell, alien, enfeoff, and confirm unto the said *R. A.* his heirs and assigns, *All* that the manor or Lordship of *G.* alias *G.--hall*, alias *T. G.* with the rights, members and appurtenances thereof in the county of *E.* And the advowson and right of patronage of and unto the rectory of *T. G.* in the said county of *E.* and view of frankpledge within the said manor and parish of *T. G.* or either of them; And all that capital messuage or mansion-house commonly called *G. H.* in *T. G.* aforesaid; and all edifices, buildings, orchards, gardens, back-sides, courts, curtilages and other appurtenances thereunto belonging, or therewith enjoyed; And also all those fields, closes, lands, tenements and hereditaments, called or known by the several names of, &c. And also all that the rectory or parsonage impropriate of the church of *T. G.* aforesaid; and all glebe-lands, tithes (as well great as small) portions, pensions, oblations, obventions, profits, fruits, and emoluments whatsoever to the same belonging, or in any wise appertaining; together also with the advowson, patronage, right of patro-

patronage, gift, nomination, presentation, free-disposition and donation of, in and to the vicarage and parish-church of T. G. aforesaid; *And also* all and singular other the messuages, houses, dove-houses, barns, stables, edifices, buildings, mills, kilns, tofts, crofts, curtilages, yards, orchards, gardens, backfides, lands, tenements, meadows, leasows, pastures, feedings, closes, inclosures, woods, underwoods, trees, farms, granges, rents, reversions, annuities, fee farms, rents and services of tenants and farmers, rents of assise, rents-seck, quit-rents and free-rents, ways, paths, waters, streams, fishings, fishing-places, water-courses, ponds, pools, motes, meres, warrens, wastes, commons, furzes, heaths, moors, common of pasture and turbary, sheep-walks, foldage and liberty of foldcourse, suit, mulcture, courts, courts-barons, courts-leets, view of frank-pledge, and all that which to view of frank-pledge appertaineth; perquisites and profits of courts and leets, knights-fees, wards, marriages, homages, fealties, reliefs, escheats, heriots, fines, amerciaments, goods and chattels of felons and fugitives, and of persons attainted, and of persons outlawed and put in exigent, and of felons *de se*, deodands, waifs, estrays, treasure-trove, markets, fairs, profits and tolls of markets and fairs, fines, forfeitures, mines, quarries, delfs; and all other royalties, franchises, liberties, rights, jurisdictions, privileges, immunities, profits, commodities, emoluments, advantages, easements, hereditaments and appurtenances whatsoever to the said manor, advowson, rectory, messuages, lands, tenements and premises, or to any of them, or to any parcel of them, or any of them respectively, lying, being, belonging or in any wise appertaining, or to or with the same, or within the same or any of them occupied, enjoyed, taken, had, or perceived or accepted, reputed, adjudged, deemed or taken as part, parcel or member of the same, or any of them, or to belong or appertain thereto, or to any of them; *And all* other the lands, tenements and hereditaments of the said D. D. in the parish of T. G. or elsewhere in the said county of E.

And the said D. D. doth further, by these presents (for the consideration aforesaid) grant, bargain, sell, alien and confirm unto the said R. A. his heirs and assigns, the reversion and reversions, remainder and remainders of all and singular the said manor, advowson, rectory, messuages, lands, tenements, hereditaments and premises hereby granted, bargained and sold, or meant, mentioned or intended to be granted, bargained or sold, and of every part and parcel thereof; *And* the rents, services and profits to them or any of them incident, belonging or appertaining; and all rents and yearly profits, reservations and services reserved or payable in, by or upon any lease or leases, grant or grants, had, made or granted, or mentioned to be made or granted, of the premises hereby granted or mentioned to be granted, or any of them; *And also* all the estate, right, title, interest, use, possession, property, benefit, trust, claim and demand whatsoever, of the said D. D. of, in and to, the said manor, lordship, advowson, rectory,

messuages, lands, tenements, hereditaments and premises whatsoever, hereby granted, bargained and sold, or mentioned or intended to be granted, bargained or sold, or any of them, and of, in and to any part or parcel thereof; *And* all and every the deeds, charters, writings, evidences, terrars, court-rolls, court-books, rentals, surveys, boundaries, counterparts of leases, fines, chyrographs of fines, exemplifications of fines and of common recoveries, and of other records, escripts and muniments whatsoever, touching or in any wise concerning the said manor, lordship, advowson, rectory, messuages, lands, tenements, hereditaments and premises whatsoever, hereby granted or mentioned to be granted, or any of them, or any part or parcel thereof, and do not concern any other the lands, tenements or hereditaments of the said *D. D.* *All which*, or so many of them as the said *D. D.* hath in his possession or custody, or which any other person or persons have or hath in his, her or their hands, custody or possession, by the delivery of the said *D. D.* or for him or for his use; and which the said *D. D.* can or may lawfully have, obtain, get or come by, without suit in law; together also with true copies of all such other deeds, evidences and writings as do touch or concern the premises hereby granted or mentioned to be granted, or any of them, or any part thereof, jointly with any other manors, lordships, lands, tenements or hereditaments of the said *D. D.* (the said copies to be made and written at the only and proper costs and charges of the said *R. A.* his heirs or assigns, the said *D. D.* doth for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *R. A.* his heirs and assigns, by these presents, that he the said *D. D.* his heirs or assigns, shall and will deliver, or cause to be delivered, unto the said *R. A.* his heirs or assigns, upon reasonable request in that behalf to be made, on or before the, &c. now next coming after the date hereof, safe, whole, undefaced and uncanceled, and in their full force, and in as good case and plight as the same now are at the time of the sealing and delivery of this present indenture: *To have and to hold* the said manor, lordship, advowson, rectory, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted, bargained and sold, or mentioned or intended to be granted, bargained or sold, and every part and parcel thereof, with all and singular their and every of their appurtenances, unto the said *R. A.* his heirs and assigns; *To the only use* and behoof of the said *R. A.* his heirs and assigns for ever, absolutely without any manner of condition, redemption or revocation in any wise.

And the said D. D. and his heirs, the said manor, lordship, advowson, rectory, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted and sold, or mentioned to be granted or sold, and every part and parcel thereof, with all and singular their and every of their rights, members and appurtenances, unto the said *R. A.* his heirs and assigns, against him the said *D. D.* his heirs and assigns, and every of them, and against all and every per-
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son and persons claiming by, from or under them, or any of them, or by from or under *C. D.* deceased, late father of the said *D. D.* or by, from or under Sir *D. D.* deceased, late grandfather of the said *D. D.* and against all and every of them, shall and will warrant and for ever defend by these presents.

And the said D. D. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant to and with the said *R. A.* his heirs and assigns, by these presents, in manner and form following :

That is to say, that he the said *D. D.* at and immediately before the sealing and delivery of this present indenture, (for and notwithstanding any act or thing by him the said *D. D.* or by the said *C. D.* late father of the said *D. D.* or by the said Sir *D. D.* late grandfather of the said *D. D.* or by any of them, or by any other of the ancestors of the said *D. D.* or by any other person or persons, by or with their or any of their privity or consents done or suffered to the contrary) is the sole, true and lawful owner and proprietor of the said manor, lordship, advowson, rectory, messuages, lands, tenements, hereditaments and premises, hereby granted or mentioned to be granted, and of every part and parcel thereof, with the appurtenances; and is solely, lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple or fee-tail, without any manner of condition, contingent, proviso or limitation of use or uses, or other restraint, matter or thing, to determine, alter or change the same; and that he shall continue so seised thereof, and of every part and parcel thereof, until a good, perfect and absolute estate in fee-simple shall be thereof vested in the said *R. A.* and his heirs, according to the intent and true meaning of these presents.

And that the said *D. D.* (for and notwithstanding any act or thing heretofore done or suffered as aforesaid) now hath good right, lawful and absolute power and authority in himself to bargain, sell, grant, alien and convey all and singular the said manor, lordship, advowson, rectory, messuages, lands, tenements, hereditaments, and premises, hereby granted or mentioned to be granted as aforesaid, and every part and parcel thereof, with the appurtenances, unto the said *R. A.* his heirs and assigns, in manner and form aforesaid.

And that the said *R. A.* his heirs and assigns, farmers and tenants, and every of them, shall or lawfully may from time to time, and at all and every time and times hereafter, for ever, freely, quietly and peaceably, have, hold, occupy, possess and enjoy all and singular the said manor, lordship, advowson, rectory, messuages, lands, tenements, hereditaments and premises hereby granted or mentioned to be granted, and every part and parcel thereof, with all and singular their and every

of their appurtenances ; and all and every the rents, revenues, issues, profits and commodities thereof, and of every part and parcel thereof, coming, arising and growing, have and take, without any manner of let, suit, trouble, vexation, eviction, disturbance, or other hindrance or molestation whatsoever of the said *D. D.* his heirs or assigns, or of any other person or persons whatsoever any thing having or lawfully claiming in the said premises, or any part or parcel thereof, by, from or under him the said *D. D.* or the said *C. D.* late father of the said *D. D.* or the said Sir *D. D.* late grand-father of the said *D. D.* or any other of the ancestors of him the said *D. D.* or any of them, other than of the persons and lessees whose estates and interests are hereafter in these presents excepted, for and in respect only of the said estates and interests so excepted, and not otherwise.

And also that the said manor, lordship, advowson, rectory, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted, or mentioned or intended to be granted as aforesaid, and every part and parcel thereof, with all and singular their and every of their appurtenances, now are, and from henceforth for ever hereafter shall remain, continue and be unto the said *R. A.* his heirs and assigns, clear and free, and freely, clearly and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, feoffments, devises, uses, jointures, dowers, entails, estates, leases, rights, titles, rents, arrearages of rents, issues, fines, post-fines, amerciaments, debts, duties, judgments, executions, recognizances, statutes-merchant and of the staple ; and all debts of record, extents, *liberates*, seitures, sequestrations, decrees, charges, titles, troubles, forfeitures and incumbrances whatsoever, had, made, committed, done, acknowledged or suffered, or caused to be had, made, committed, done, acknowledged or suffered by the said *D. D.* or by the said *C. D.* late father of the said *D. D.* or by the said Sir *D. D.* grandfather of the said *D. D.* or by any other of the ancestors of the said *D. D.* or by any other person or persons whatsoever, by or with their or any of their means, consent, act, privity, knowledge or procurement: *one lease* by indenture, dated the, &c. made by the said *D. D.* unto one *H. E.* for a term of years, whereof three years only or near thereabouts is yet to come and unexpired, of and in a certain close called, &c. (parcel of the premises hereby granted, or mentioned to be granted) at and under the yearly rent of 5*l.* payable during all the said term at such days as is therein mentioned ; *and* one other lease, by indenture, bearing date the, &c. whereby one parcel of land called, &c. containing, &c. (parcel of the premises hereby granted or mentioned to be granted) is demised unto *T. N.* for the term of, &c. years, from the feasts of, &c. next ensuing the date of the said indenture, at and under the yearly rent of 11*l.* for the first three years of the said term, and 12*l.* for and during all the rest of the said term, payable at such days as is therein mentioned ; *And* one other lease by

by indenture, &c. only excepted and foreprised: *All which said several yearly rents, of 5l. 12l. &c. in the said several indentures of lease, shall continue and become due and payable to the said R. A. his heirs and assigns, during the continuance of the said several leases respectively.*

And the said D. D. for himself, and Eliz. his wife, and for his heirs, executors and administrators; and the said J. D. for himself, his heirs, executors and administrators; and the said Dorothy D. for herself, her heirs, executors and administrators; severally and not jointly, nor one for the other, or for the acts of the other, but for their own acts only, do covenant, promise, grant and agree to and with the said R. A. his heirs and assigns, by these presents, that they the said D. D. and E. his wife, J. D. and D. shall and will at the proper costs and charges in the law of the said R. A. his heirs or assigns, or one of them, on this side, and before the end of Easter term next and immediately ensuing the date of these presents, acknowledge and levy in due form of law, according to the laws and statutes of England, one fine sur convenance de droit come ceo que il ad de son done, &c. to be ingrossed, recorded and sued forth with proclamations, according to the laws and statutes of England, in such case made and provided, and according to the usual course of fines in such case used and accustomed, unto the said R. A. and his heirs; of all the said manor, advowson, rectory, messuages, lands, tenements, hereditaments and premises whatsoever, hereby granted or mentioned to be granted, and of every part and parcel thereof, with their and every of their appurtenances; which fine shall be and enure, and shall be adjudged, construed, expounded, deemed and taken to be and enure, and is by these presents, and by all the said parties to these presents, declared and agreed to be and enure to the only and proper use and behoof of the said R. A. and his heirs and assigns for ever; and to none other use, intent or purpose.

And it is further covenanted, concluded and agreed by and between the said parties to these presents, that after the said fine so levied as aforesaid, one recovery, in the nature of a common recovery or recoveries for assurance of lands, shall in due form of law be had, executed and perfected against him the said R. A. of all the said manor, advowson, rectory, messuages, lands, tenements, hereditaments and premises, whereof the said fine shall be levied as aforesaid; And the said D. D. for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said R. A. his heirs and assigns, by these presents, that he the said D. D. and his heirs, shall and will, at the proper costs and charges of the said R. A. his heirs and assigns, or some of them, before the end of Easter term next ensuing the date hereof, do and suffer to be done all and every such act and acts, whereby a common recovery as aforesaid may be had, prosecuted, executed and perfected upon a writ of entry to be had
and

and brought in the name of the said *R. H.* or of some other person or persons in that behalf to be nominated by the said *R. A.* against the said *R. A.* and his heirs, of the said manor, advowson, rectory, messuages, lands, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances intended to be comprised in the said fine, with voucher over to the said *D. D.* the said fine and recovery and recoveries, and every of them, to be by such name and names, quantity and number of acres, and with such voucher or vouchers over, and in such manner and form as by the said *R. A.* his heirs or assigns, or his or their council learned in the law, shall be reasonably devised, or advised and required.

And the said *D. D.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth further covenant, promise and grant to and with the said *R. A.* his heirs and assigns, and every of them, by these presents, that he the said *D. D.* and *Eliz.* his wife, and the heirs and assigns of the said *D. D.* and all and every other person and persons whatsoever, having or lawfully claiming, or which shall or may at any time or times hereafter have or lawfully claim any estate, right, title or interest of, in or to the premises hereby granted or mentioned to be granted, or of, in or to any part or parcel thereof, by, from or under the said *D. D.* or the said *C. D.* father of the said *D. D.* or the said Sir *D. D.* grandfather of the said *D. D.* or any other of the ancestors of the said *D. D.* or by, from or under any of them, (other than the persons and lessees and their assigns, whose estates and interests are before in these presents excepted, for and in respect only of the same estates and interests so excepted) shall and will from time to time, and at all and every time and times hereafter, within the space of seven years next ensuing the date of this present indenture; at and upon the reasonable request and proper costs and charges in the law of the said *R. A.* his heirs and assigns, or some of them, do, make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered; all and every such further and other reasonable act and acts, thing and things, devise and devises, assurance and assurances, conveyance and conveyances in the law whatsoever, for the further, better and more perfect assurance, surety, sure-making, conveying, settling, establishing or confirmation of the said manor, lordship, advowson, rectory, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted or mentioned to be granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every or any of their appurtenances, unto the said *R. A.* his heirs and assigns; be it by fine or fines, feoffment or feoffments, deed or deeds indented or pole, inrolled or not inrolled, common recovery or recoveries, with single, double or treble voucher or vouchers, release or confirmation, or by all and every or any of the said ways and means, or by any other ways and means in the law whatsoever; as by the said *R. A.* his heirs or assigns, or by his or their council learned in the law, shall be reason-

reasonably devised, advised or required ; *so as* the said further assurances *so* to be made, or any of them, do not nor shall contain any further or other warranty or covenants for enjoying, than only against the parties thereunto respectively and their respective heirs, and touching and concerning acts and deeds done or suffered by them or any of them ; *And so as* for the making, acknowledging and executing of such further conveyances and assurances, or any of them, the persons that shall be required to make or execute the same be not compelled nor compellable to travel for the doing thereof above the space of *twenty* miles from his, her or their place of habitation or abode at the time of such request to be made as aforesaid.

And it is hereby covenanted, granted, concluded and agreed by and between the said parties to these presents, for them and their heirs ; and they do hereby publish and declare, that the said common recovery herein before covenanted to be had and executed against the said *R. A.* and all and singular other fine and fines, common recoveries and further assurances and conveyances whatsoever herein before covenanted to be made, done, levied, executed or acknowledged, and every of them ; and all and singular other fine and fines, recovery and recoveries, and other assurance and assurances whatsoever of the said premises hereby granted or mentioned to be granted, and every or any part or parcel thereof hereafter to be had, made, levied, executed or acknowledged between the said parties to these presents or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure ; and that all and every person and persons which now stand and be seised, or which shall at any time or times hereafter stand and be seised of the premises hereby granted or mentioned to be granted, or any part or parcel thereof, shall stand and be seised thereof, and of every part and parcel thereof ; *To* the only proper use and behoof of the said *R. A.* his heirs and assigns for ever, and to none other use, intent or purpose in any wise whatsoever.

And for the better execution of these presents, the said *D. D.* hath constituted, appointed, and in his place and stead put ; and by these presents doth constitute, appoint, and in his place and stead put, the said *Ro. H.* his true and lawful attorney for him and in his name, place and stead, to enter into the said manor, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted or mentioned to be granted, or any part or parcel thereof in the name of the whole, and quiet and peaceable possession and seisin thereof, and of every part and parcel thereof, or of any part or parcel thereof, in the name of the whole, for and in the name of the said *D. D.* to have and take ; and after such entry had and made, and possession and seisin so had and taken as aforesaid, to deliver quiet and peaceable possession and seisin thereof, and of every part and parcel thereof, or of any part or parcel thereof, in the name of the whole, unto the said

R. A.

R. A. or to his certain attorney or attornies in that behalf lawfully authorized to take and receive the same ; to be had and held according to the tenor, form and effect of these presents ; and whatsoever the said attorney of the said *D. D.* shall do in the premises, he the said *D. D.* doth and shall hereby ratify, confirm and allow, as fully as if the said *D. D.* had been present, and done the same in his own person. *In witness, &c.*

*And it is also covenanted, concluded and agreed by and between the said parties to these presents, for them and their heirs ; and all the said parties to these presents do hereby declare, that the said fine or fines herein before covenanted to be levied as aforesaid ; and all and every other fine and fines whatsoever to be had and levied by and between the said parties to these presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure ; and that the conusee or conusees in the said fine or fines, and all and every other person or persons whatsoever that by force and virtue of the said fine or fines, or any other fine or fines, shall be seised of the premises or any part thereof, shall stand and be seised thereof, and of every part and parcel thereof ; To the only use and behoof of the said *H. Earl of K. Marquiss D.* his heirs and assigns for ever ; and to none other use, intent or purpose whatsoever.*

And lastly It is fully concluded and agreed upon, by and between the said parties to these presents ; and the true intent and meaning of them, and every of them, and of these presents is ; and the said Sir *J. P.* and *W. R.* do hereby expressly declare the same so to be ; that they the said Sir *J. P.* and *W. R.* do accept and take the said two parts of the said lands and premises above mentioned, to be hereby granted as an adventure upon their own perils, and not otherwise, and do so buy and purchase the same : and therefore the said Sir *J. P.* for himself, his heirs, executors and administrators ; and the said *W. R.* for himself, his heirs, executors and administrators, each of them severally, and not jointly, nor one for the other, or for the acts of the other, or of the heirs, executors or administrators of the other, but for their own acts only ; do hereby covenant, promise and grant to and with the said *E. C.* his heirs and assigns, that in case they the said Sir *J. P.* and *W. R.* or either of them, their or either of their heirs or assigns, shall at any time or times hereafter be disturbed, troubled, molested, hindered, interrupted or debarred in or from obtaining the possession or profits of the said premises hereby granted or mentioned to be granted, or any part or parcel thereof, or in the possession or enjoyment of the same, by any person or persons, or by any ways, means or occasion whatsoever ; except by the said *E. C.* his heirs or assigns, or any person or persons claiming by, from or under him or them, or by any act or thing done or to be done, or wittingly or willingly permitted or suffered to be done by him or them, or any of them ; that then and in
such

such case they the said Sir J. P. and W. R. their heirs and assigns, shall and will bear and sustain all and every such losses, prejudice and damages as shall thereby come or arise; And that the said E. C. his heirs or assigns, or any of them, shall not be therefore questioned or sued by the said Sir J. P. and W. R. or either of them, their or either of their heirs, executors or assigns; nor be liable or compellable, either in law or equity, to recompence, satisfy or make good any manner or kind of loss, damage or detriment which shall hereby happen arise or come unto, or be sustained by the said Sir J. P. and W. R. or either of them, their or either of their heirs or assigns; these presents, or any thing therein, or in the said indenture of lease, or either of them, contained to the contrary thereof in any wise notwithstanding.

And the said C. Earl of D. for himself, his heirs, executors and administrators, &c. doth covenant, promise and grant to and with the said R. Y. and J. P. their heirs and assigns, by these presents, that he the said C. Earl of D. his heirs and assigns, shall and will from time to time, and at all times within the space of seven years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the law of the said R. Y. and J. P. their heirs and assigns, or some of them, surrender, by himself, or by some other person or persons on that behalf lawfully authorized by letter of attorney, according to the custom of the said manor, into the hands of the lord or lords of the manor of M. for the time being, all such and so much of the said messuages, lands and premises as are copyhold, or of the nature of copyhold, to the use of the said R. Y. and J. P. their heirs and assigns for ever.

A Covenant to levy a Fine at the grand Sessions in Wales.

THAT they the said W. Lord M. of H. and the Lady F. Marchioness of H. shall and will, at the next great and general sessions to be held for the county of P. acknowledge and levy, before the justices there, one or more fine or fines *sur conusans de droit come ceo*, &c. to be ingrossed, recorded and sued forth with proclamations according to the statutes in that case made and provided, and the usual course of fines with proclamations in such cases used unto the said J. S. and J. C. and their heirs, or the heirs of one of them, or to the survivor of them and his heirs, of all those the manors of, &c.

Covenant to pay Quit-Rents by one who is about to purchase Part of the Lands out of which the same is payable.

THIS Indenture made the, &c. between *R. S.* of *Y.* &c. Esq; of the one part; and *D. C.* of, &c. gent. of the other part; *Whereas* the said *R. S.* and *R. A.* of *L.* merchant, have purchased or agreed to purchase to them and the heirs of the said *R. S.* for ever, of the said *D. C.* and Sir *Y. P.* of *L.* Knight, all that the manor or lordship, scite, capital messuage or mansion-house of *H.* in the county of *B.* with its rights, members and appurtenances; and divers messuages, lands, tenements, meadows, leasows, closes, pastures, rents, services and hereditaments in the said county of *B.* as in and by the assurances in that behalf made, or agreed to be made, will plainly appear; *And whereas* two several yearly rents or annuities are issuing or payable out of or in respect of the said manor and premises, and other lands and tenements heretofore of *T. B.* of, &c. Esq; some part thereof, (*viz.*) one yearly rent of 40 s. of, &c. payable for ever unto the lord of the manor of *M.* in the said county of *B.* for the time being; and also one other yearly rent of 40 s. more, or thereabouts, of like lawful money, payable for ever unto the lord of the manor of *S.* in the county of *M.* for the time being: *And whereas* in and by one indenture bearing date the, &c. in the year, &c. made or mentioned to be made between the said *D. C.* of the one part, and the said *T. B.* of the other part; the said *D. C.* did covenant, promise and grant to and with the said *T. B.* that he the said *D. C.* his heirs and assigns, or some of them, should and would from time to time, and at all times hereafter, well and truly pay or cause to be paid the said several yearly rents of 40 s. and 40 s. to the several persons respectively, to whom the same ought to be paid as aforesaid, and as the same should from time to time grow due and payable; and thereof and therefrom save harmless and keep indemnified the said *T. B.* his heirs and assigns, and his and their lands, tenements, goods, cattles and chattels; and also the lands, tenements, goods, cattle and chattels of all and every such person and persons, their heirs and assigns, as had heretofore purchased any lands or tenements of the said *T. B.* as in and by the said indenture (relation being thereunto had) may more at large appear.

Now this indenture witnesseth, that it is covenanted and agreed by and between the said parties to these presents, and the said *R. S.* doth by these presents, for himself, his heirs, executors, administrators and assigns, and for every of them, covenant, promise and grant to and with the said *D. C.* his heirs and assigns, and every of them, that he the said *R. S.* his heirs and assigns, or some of them, shall and will from time to time, and at all times hereafter, well and truly pay or cause to be paid the said yearly rents of 40 s. and 40 s. to the several persons

persons respectively to whom the same ought to be paid as aforesaid, and as the same shall from time to time grow due and payable; and thereof and therefrom save harmless and keep indemnified as well the said *T. B.* his heirs and assigns, and his and their lands, tenements, goods, cattle and chattels, as also the said *D. C.* his heirs and assigns, and his and their lands, tenements, goods, cattle and chattels, and likewise the lands, tenements, goods, cattle and chattels of all and every such person and persons, their heirs and assigns, as have heretofore purchased any lands or tenements of the said *T. B.* *In witness, &c.*

A Feoffment of Freehold Land, and to surrender Copyhold.

AND *This indenture farther witnesseth, That (for the consideration aforesaid) he the said A. B. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant to and with the said J. G. his heirs and assigns by these presents, that he the said A. B. or his heirs, shall and will, at the next court baron to be held for the manor of W. in the said county of S. or at any other time or times, upon the request of the said J. G. his heirs or assigns, but at the proper costs and charges of the said A. B. or his heirs, surrender into the hands of the lord of the said manor of W. or to the steward thereof, or otherwise, according to the custom of the said manor, to the use of the said J. G. his heirs and assigns, all those lands, tenements and hereditaments herein after mentioned which he the said A. B. doth hold of the manor aforesaid by copy of court-roll, according to the custom of the said manor; (that is to say) one piece of land called &c. and all other the copyhold or customary lands of the said A. B. held of the said manor of W. And farther, the said A. B. (for the consideration aforesaid) for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant to and with the said J. G. his heirs and assigns by these presents, that he the said A. B. or his heirs, shall and will, at the next court-baron to be held for the manor of C. in the said county of S. or at any other time or times, upon the request of the said J. G. his heirs or assigns, but at the proper costs and charges of the said A. B. or his heirs, surrender into the hands of the lord of the said manor of C. or to the steward thereof, or otherwise, according to the custom of the said manor, to the use of the said J. G. his heirs and assigns, all those lands, tenements and hereditaments herein after mentioned, which he the said A. B. doth hold of the manor aforesaid by copy of court-roll, according to the custom of the said manor, (that is to say) one piece of copyhold land containing, &c. and all other copyhold lands of the said A. B. held of the lord of the said manor of C. And the said A. B. for himself, his heirs, executors, administrators and assigns, and for every of them, doth farther covenant, promise and grant to and with the said J. G. his heirs and assigns, by*

these presents, that he the said *A. B.* his heirs, executors or administrators, shall and will pay the fines due for admittances of the said *J. G.* or his heirs, into the said respective copyhold lands, unto the lords of the said manors respectively; and that he the said *A. B.* and his heirs, from time to time; and at all times hereafter, within the space of seven years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the law of the said *J. G.* his heirs or assigns, shall and will make and do all and every such farther and other lawful and reasonable acts and things, for the farther, better and more perfect assuring and conveying of all and singular the said several copyhold lands and tenements, and all other the copyhold lands of the said *A. B.* in the said county of *S.* to or to the use of the said *J. G.* his heirs and assigns, as by the said *J. G.* his heirs or assigns, or by his or their council learned in the law, shall be reasonably devised, or advised and required; and that at the time of such surrender or surrenders, or other assurance or assurances to be made of the same copyhold lands and premises, all and singular the said copyhold lands and premises so to be surrendered or otherwise conveyed as aforesaid, shall be free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all former surrenders and forfeitures, or other incumbrances whatsoever had, made, done, or willingly and wittingly suffered by him the said *A. B.* or by any other person or persons whatsoever.

And lastly, the said *H. H.* for himself, his heirs, executors and administrators, doth covenant and grant to and with the said *W. E.* of *D.* his heirs and assigns, by these presents, that the said *H. H.* his heirs or assigns, shall and will from time to time, and at all times hereafter, upon the request and at the costs and charges of the said *W. E.* of *D.* his heirs and assigns, produce and set forth, or cause to be produced and shewed forth, in any court or courts of record in law or equity, or elsewhere, all and every, or any the deeds, evidences and writings particularly mentioned and expressed in the schedule indented to these presents annexed, (provided they be not destroyed by fire or other inevitable accident) when and as often as there shall be occasion to make use of them or any of them for the maintenance and justification of the title of the said *W. E.* of *D.* his heirs or assigns, in and to the said parcels of ground and premises or any of them, or any part or parcel of them or any of them.

And further also, That he the said *W. H.* and his heirs, shall and will from time to time, and at all times hereafter, for ever, well and sufficiently save and keep harmless the said *J. St. J.* and *T. S.* their heirs and assigns, and every of them, the said manor, lands and premises, and every part and parcel thereof, of and from all rents and annuities heretofore granted out of the said manor and premises, or any part or parcel thereof, to *T. S.* of *N.* or wherein the said *T. S.* hath

hath any estate or interest whatsoever; and also of and from all judgments by *R. M.* and *A.* his wife, or either of them, or any of the coheirs of the said *W. S.* to *J. A.*

And lastly, it is hereby declared and fully agreed by and between all the said parties to these presents, and the said *A. L.* for himself, his heirs, executors and administrators, and for every of them, doth covenant and grant to and with the said *T. R.* his executors and administrators, by these presents, that he the said *A. L.* shall and will, before the end of *T.* term next ensuing the date hereof, acknowledge and levy in due form of law, unto the said *E. G.* and his heirs, one fine *sur conusans de droit come ceo*, &c. of all that the said manor or lordship of *W.* and all and singular other the premises in the said county of *B.* by such apt and convenient name and names, number of messuages and acres, and other certainties as shall be fit and requisite; which said fine shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, and is hereby declared to be and enure in the first place to and for the corroboration and confirmation of this present lease, demise and grant, subject unto and under the condition aforesaid; and after, to such other uses as shall be therof declared by the said *A. L.*

And the said A. L. for himself, his heirs, executors, administrators and assigns, and for every of them, doth further covenant, promise and grant to and with the said *T. R.* his executors, administrators and assigns, by these presents, that the said manors, capital messuages, farms, lands, tenements, hereditaments and other the premises hereby demised or mentioned to be demised, now are, and from and after any default in payment of the said monies herein before covenanted to be paid during the life of *K. W.* widow, shall remain, continue and be unto the said *T. R.* his executors, administrators and assigns, of the full and clear yearly value of 400*l.* over and above all charges and reprises issuing and going out of the same; and after her death, of the full and clear yearly value of 500*l.* by the year, over and above all charges and reprises issuing and going out of the same. *In witness*, &c.

A Bargain and Sale for six Months, to enable the Bargainor to grant, release and convey Lands.

THIS Indenture made, &c. between the Right Honourable *A.* Lord Viscount *C.* of the one part; and *W.* Lord *P.* of the other part: *Witnesseth*, That the said *A.* Lord Viscount *C.* for and in consideration of the sum of 10*s.* of, &c. to him in hand paid by the said *W.* Lord *P.* at or before the sealing and delivery of these presents, the receipt whereof the said *A.* Lord Viscount *C.* doth hereby acknowledge, and for other causes and considerations him moving; hath

hath bargained and sold, and by these presents doth bargain and sell unto the said *W.* Lord *P.* all those, &c. To have and to hold the said manors, lordships, hundreds, bartons, farms, messuages, lands, tenements, advowsons, hereditaments and premises whatsoever hereby bargained and sold, or mentioned to be bargained and sold, with all and singular their and every of their appurtenances unto the said *W.* Lord *P.* his executors, administrators and assigns, from the day before the day of the date of this present indenture, for and during the term of six months, from thence next ensuing, and fully to be compleat and ended: to the intent and purpose the better to enable the said *A.* Lord Viscount *C.* to grant, release and convey all and singular the premises, and the reversion and inheritance thereof unto the said *W.* Lord *P.* his heirs and assigns for ever; To such uses, intents and purposes, and in such sort, manner and form as the said *A.* Lord Viscount *C.* doth now intend shortly hereafter to grant, release and convey the same by indenture, intended to bear date the day next after the day of the date hereof. *In witness, &c.*

A Sale by Lease and Release, and Fine and Recovery by a Man and his Wife, of a Manor, Barton and Farm, to two joint Purchasers.

THIS Indenture made, &c. between Sir *H. C.* of *C.* in the county of *D.* Knt. and dame *A.* his wife of the one part; and *J. B.* of, &c. and *J. P.* of, &c. of the other part: *Witneseth,* That the said Sir *H. C.* and dame *A.* his wife, for and in consideration of the sum of 2100*l.* of lawful, &c. to him in hand paid by the said *J. B.* and *J. P.* at and before the sealing and delivery of, &c. the receipt whereof the said Sir *H. C.* doth hereby acknowledge, and thereof and of every part and parcel thereof doth clearly and absolutely acquit, exonerate and discharge the said *J. B.* and *J. P.* their and either of their executors and administrators, for ever by these presents; have granted, bargained, sold, aliened, released and confirmed, and by these presents for them and their heirs do clearly and absolutely grant, bargain, sell, alien, release and confirm, unto the said *J. B.* and *J. P.* their heirs and assigns, All those the manor, barton and farm of *C.* with all and singular their and either and every of their rights, members and appurtenances in the county of *D.* And all that the manor, barton or farm commonly called *S.* with all and singular its rights, members and appurtenances in the said county of *D.* And all houses, edifices, buildings, dove-houses, barns, stables, out-houses, courts, yards, curtilages, gardens, orchards and appurtenances whatsoever to the said several bartons belonging or therewith enjoyed; And all and every the lands, meadows, pastures, feedings, grounds and hereditaments whatsoever to the said manors, and several bartons and farms, and every or any of them belonging or appertaining, or therewith usually occupied

pied or enjoyed as demefnes or demefne lands thereunto or to either or any of them belonging or accepted, reputed, deemed or taken as part, parcel or member thereof; *And also* all and singular meffuages, houses, edifices, buildings, mills, &c. hereditaments and appurtenances whatsoever to the said manors, bartons, farms, lands, tenements and premises, or any of them lying, being, belonging or, &c. *And all* other the manors, meffuages, lands, tenements and hereditaments whatsoever of the said Sir H. C. in C. and M. or either of them in the said county of D.

And the said Sir H. C. and dame A. his wife do farther (for the consideration aforefaid) grant, bargain, sell, alien, release and confirm unto the said J. B. and J. P. their heirs and assigns, the reversion and reversions, &c. of all and singular the said manors, bartons, farms, lands, tenements, hereditaments and premises hereby granted, bargained, sold and released, or herein, or hereby meant, mentioned, or intended to be granted, &c. *And also* all the estate, right, title, interest, use, possession, &c. of the said Sir H. C. and A. his wife, or either of them, of, in and to, or out of the said manor, bartons, farms, lands, tenements, hereditaments and premises whatsoever hereby granted, &c.

And the said Sir H. C. doth farther (for the consideration aforefaid) grant, bargain and sell unto the said J. B. and J. P. and their heirs, all and every the deeds, charters, writings, evidences, &c. and miniments whatsoever, or in any wise only concerning the said manors, bartons, farms, lands, tenements, hereditaments and premises whatsoever hereby granted and released, touching or mentioned to be, &c. and do not concern any other the lands, tenements and hereditaments of the said Sir H. C. and dame A. his wife; *To have and to hold* the said manors, bartons, farms, lands, tenements, hereditaments, and all and singular other the premises hereby granted and released, or mentioned to be, &c. unto the said J. B. and J. P. their heirs and assigns for ever, To the only proper use and behoof, &c.

And the said Sir H. C. and his heirs, the said manors, bartons, farms, meffuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted or released, or mentioned to be granted and released, and every part, &c. unto the said J. B. and J. P. their heirs and assigns, against him the said Sir H. C. and A. his wife, and the heirs and assigns of the said Sir H. C. against all and every other person and persons whomsoever, shall and will warrant and for ever defend by these presents.

And whereas the said Sir H. C. and dame A. his wife *did* in the term of St. Hilary now last past, levy in due form of law before his Majesty's justices of his Highness court of Common Pleas at Westminster, one fine sur conusans de droit come ceo quil's ont de leur done, &c. with pro-

proclamations according to the statute in that behalf made and provided unto the said *J. B.* and *J. P.* of all and singular the said manor, bartons, farms, messuages, lands, tenements, hereditaments and premises hereby granted and released, or herein or hereby meant, mentioned or intended to be granted and released, and of every part and parcel thereof, with the appurtenances; *And also* of one yearly rent-charge of 300 *l. per ann.* issuing and going out of all that the capital messuage and the demesne land or lands now or late used as demesne lands of *C.* situate in the parish of *C.* aforesaid, unto the said dame *A.* or to her assigns, during the natural life of the said dame *A.* and payable at the feasts of *St Michael*, &c. or within 30 days after each of the said feasts; The first payment whereof was to be made at such of the said feasts as should next happen after the death of the said Sir *H. C.* or within 30 days after; The which said fine was so levied of the said premises by the name or names of the manors of *C.* and *S.* with the appurtenances, and of 30 messuages, 10 cottages, 2 water-mills, 1 dove-house, 1000 acres of land, 10 acres of meadow, 440 acres of pasture, 50 acres of wood, 800 acres of heath and furzes, with the appurtenances in *C.* and *M.* and of the yearly rent of 300 *l.* going out of one messuage, 800 acres of land, &c. parcel of the tenements aforesaid, with the appurtenances in *C.* The warranty in which said fine of the said rent therein mentioned is against the said Sir *H.* and *A.* all the life of the said *A.* as in and by the said fine (relation being thereunto, and whereunto for the more certainty relation is by these presents had) it doth and may more plainly appear.

Now this indenture farther witnesseth, and all the said parties to these presents do hereby declare and agree, that the true intent and meaning of all the said parties to these presents and to the said fine, as well at the time of the levying of the said fine was, and ever since hath been, and still is, that the said fine so levied, and all and every fine and fines had, made, levied or executed by or between the said parties to these presents, since the feast of the nativity of our Lord *Christ* last past before the date thereof, or which at any time hereafter shall be had or levied between the said parties to these presents or any of them, of the said premises hereby granted or released, or mentioned to be granted and released, or any part or parcel thereof; or of the said rent of 300 *l. per annum*, or of any of them by what name or names soever they are called or shall be called in the said fine or fines, should be and enure, and shall be and enure, and shall be construed, expounded to be and enure, as for and concerning all the said manors, lands, tenements, hereditaments and things whatsoever in the said fine or fines contained or to be contained (except only the said yearly rent) to the only proper use and behoof of the said *J. B.* and *J. P.* and their heirs and assigns for ever; And as for and concerning the said yearly rent, To the only proper use and behoof of the said *J. B.* and *J. P.* and their heirs, but to the intent and purpose, that the

said

said rent should be, and shall be drowned, extinguished and destroyed, and to no other use or uses, intent or purpose whatsoever.

And the said Sir H. C. for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant, to and with the said *J. B.* and *J. P.* their heirs and assigns, and every of them by these presents, in manner and form following, (that is to say) that he the said *Sir H. C.* at and immediately before the levying of the said fine unto the said *J. B.* and *J. P.* as aforesaid, was the sole, true and lawful owner and proprietor of all and singular the said manors, bartons, farms, messuages, lands, tenements, hereditaments and premises hereby granted and released, or mentioned to be granted and released, and of every part and parcel thereof, with their appurtenances; AND was then solely, lawfully, rightfully and absolutely seised thereof, and of, &c. AND did so continue thereof, and of every part and parcel thereof, until, &c. And that the said *Sir H. C.* and *A.* his wife, at and immediately before the levying of the said fine, had or now have, or one of them has good right, lawful and absolute power and authority to bargain, sell, alien and convey all and singular the said manors, bartons, farms, messuages, lands, tenements, hereditaments and premises hereby granted or released, or mentioned to be granted, &c. And that the said *J. B.* and *J. P.* their heirs and assigns, farmers and tenants, and every of them, shall, &c. freely, &c. have, hold, &c. all and singular the said manors, bartons, farms, messuages, &c. and all and every the rents, &c. have and take without any manner of let, suit, &c. or molestation whatsoever of the said *Sir H. C.* and dame *A.* his wife, or of the heirs or assigns of the said *H. C.* or of any other persons whomsoever; And also that the said manors, bartons, farms, messuages, &c. now are and from henceforth for ever hereafter shall remain, continue and be unto the said *J. B.* and *J. P.* their heirs and assigns, clear and free, &c. of and from all, &c. bargains, sales, &c. had, made, committed, &c. by the said *Sir H. C.* or by any other person or persons whomsoever.

*And it is further covenanted, concluded and agreed by and between all the said parties to these presents, that, before the end of Easter term now next following after the date hereof, a good and perfect common recovery of all and singular the said manors, bartons, farms, messuages, lands, tenements, hereditaments and premises shall be had, suffered and executed, according to the usual course of common recoveries for assurance of lands in such case used; and that to that end and purpose a writ of entry Sur disseisin en le post, shall be brought and prosecuted against the said *J. B.* and *J. P.* or the survivor of them, by or in the name of such person or persons as shall be by the said *J. B.* and *J. P.* or either of them nominated and appointed in that behalf, of all and singular the said manors, bartons, farms, messuages, lands, tenements, hereditaments and premises hereby granted, or*

herein or hereby meant, mentioned, for intended to be granted, with their and every of their appurtenances, by such name and names, and under such number, quantity and quality of acres, in such manner and form as by the said *J. B.* and *J. P.* or their or either of their council learned in the law shall be reasonably devised and advised; To and upon which writ of entry, so to be brought, the said *J. B.* and *J. P.* shall personally, or else by attorney or attorneys thereunto lawfully authorised and warranted, appear and make defence, and shall in the said action vouch to warranty the said Sir *H. C.* And the said Sir *H. C.* upon such voucher of him to be made, shall and will in the said action so to be brought appear *gratis*, and without process, and enter into warranty and vouch over to warranty the common vouchee, to the end, that the common vouchee, after his entry into warranty and plea pleaded, shall and may depart in despite of the court; so that a common recovery may be had, prosecuted and executed in and upon the said writ of entry, &c. in all things according to the usual order and form of common recoveries for assurances of lands in such case used; *And it is farther concluded, condescended, granted, declared and agreed, by and between all the said parties to these presents, that the said recovery so to be had, prosecuted and suffered, and all other recoveries and assurances whatsoever to be had, made or suffered, of the said premises, shall be and enure, and shall be construed to be and enure, and the recoverers and their heirs shall stand and be seised of all the said manors, bartons, farms, messuages, lands, tenements, hereditaments and premises, to the only use and behoof of the said J. B. and J. P. their heirs and assigns for ever; And farther, the said Sir H. C. for himself, his heirs, executors, administrators and assigns, and for every of them doth covenant, promise and grant, to and with the said J. B. and J. P. their heirs and assigns, and of every of them by these presents, that he the said Sir H. C. and dame A. his wife, and the heirs and assigns of the said Sir H. C. and all and every other person and persons whomsoever having or lawfully claiming, or which shall or may at any time or times hereafter have or lawfully claim, any estate, right, title or interest of, in or to the said premises hereby granted, or mentioned to be granted, or of, in or to any part or parcel thereof, shall and will from time to time and at all and every time and times hereafter within the space of 7 years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the law of the said J. B. and J. P. their heirs or assigns, or some of them, do, make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable act and acts, thing and things, devise and devises, assurance and assurances, conveyance and conveyances in the law whatsoever, for the farther, better and more perfect assurance, surety, sure making, settling, establishing and confirming of the said manors, bartons, farms, messuages, lands, tenements, hereditaments, and all and singular the premises hereby granted or mentioned to be granted*

granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every or any of their appurtenances, unto and upon the said *J. B.* and *J. P.* their heirs and assigns, be it by fine or fines, &c.

And lastly, it is hereby covenanted, granted, concluded and agreed, by and between the said parties to these presents, for them and their heirs; And they do hereby publish and declare, That all and every fine and fines, common recovery and recoveries, and farther assurances and conveyances whatsoever, herein before mentioned to be made, done, levied, executed or acknowledged, and every of them, and all and every other fine and fines, recovery and recoveries, and other assurance and assurances whatsoever of the said premises hereby granted or mentioned to be granted, and every or any part or parcel thereof hereafter to be had, made, levied, executed or acknowledged between the said parties to these presents, &c. *In witness, &c.*

A Mortgage by Husband and Wife, by Lease and Fine sur Concessit of two Annuities settled on them on Marriage, and of the Lands out of which the same are issuing.

THIS Indenture tripartite, &c. made, &c. between Sir *J. W.* Knight, son and heir apparent of the Right Honourable *B. Lord W.* and dame *M.* wife of the said Sir *J. W.* of the first part; *C. C.* Esq; second son of the Right Honourable *T. Lord C.* baron of *M.* of the second part; and *G. N.* gent. of the third part. *Whereas by* force and virtue of one indenture tripartite, bearing date, &c. made, or mentioned to be made between the said *B. Lord W.* (by the name of Sir *B. W.* of *F.* in the county of *B.* Knight) and dame *M.* his wife, and *S. W.* of *L.* merchant, of the first part; the said Sir *J. W.* of the second part; and the said dame *M.* now the wife of the said *J. W.* (by her then name of *M. P.* widow, the relict of *T. P.* late of Sir *T.* in the county of *C.* Esq; deceased) *G. P.* of *M.* in com. *C.* Esq; *R. B.* of *K.* in com. *S.* Esq; &c. of the third part. And by force and virtue of one or more fine or fines, *sur conusans de droit come ceo*, &c. in the said indenture covenanted to be had and levied before the end of *T.* term then next ensuing the date of the said indenture: which fine or fines were accordingly had, levied and acknowledged. And by force and virtue of the statute made for transferring uses into possession, or by virtue of some other good conveyance and assurance in the law, heretofore lawfully had and executed, *All that the manor of F.* with its rights, members and appurtenances, situate, lying and being within the several counties of *B.* and *O.* or either of them; and all that capital messuage or mansion-house called *F. C.* in the said county of *B.* and the advowson, presentation,

and right of patronage, of, in and to the parish church of *F.* aforesaid; and all and every the messuages, cottages, mills, orchards, gardens, &c. and appurtenances whatsoever to the said manor, capital messuages and premises, and every or any of them belonging, or in any wise appertaining, or accepted, reputed, taken or known, &c. And all the said woods, &c. And all and singular other the manors, messuages, lands, tenements and hereditaments of the said Sir *B. W.* Sir *J. W.* and *S. W.* and every or any of them, situate, &c. within the town, parish, &c. of *F.* aforesaid. AND all the estate, &c. And the reversion and reversions, together with the rents and profits of the premises, and every part and parcel thereof, (except, &c.) were conveyed, limited or settled, immediately from and after the solemnization of the then intended marriage, in the said indenture mentioned, to be then intended to be shortly after had and solemnized between the said Sir *J. W.* and *M. P.* (which said marriage hath since been had and solemnized accordingly) to the uses, intents and purposes, and upon the trusts, and under the provisos in the said indenture declared and expressed; (that is to say) *To the use and intent*, That the said Sir *J. W.* should and might from time to time, during the joint lives of the said Sir *B. W.* and Sir *J. W.* have and receive, to be issuing out of the said manors and premises, the annual or yearly sum of 300 *l.* of lawful &c. at the feasts, &c. The first payment to begin, and to be made, &c.

And to the use and intent, That immediately after the decease of the said Sir *J. W.* the said *M. P.* now dame *M. W.* wife of the said Sir *J. W.* and party to these presents, shall and may from time to time, during the joint lives of the said Sir *J. W.* and her the said *M.* have and receive, to be issuing out of the said manors and premises, the annual or yearly rent or sum of 400 *l.* at the said feasts of, &c. The first payment thereof to begin, and to be made, &c.

And to this further intent and purpose, That if it shall happen the said respective annual or yearly rents of 300 *l.* and 400 *l.* or any part, or, &c. shall respectively be behind, or, &c. That then and so often it shall and may be lawful to and for the said Sir *J.* and *M. P.* respectively, and their respective assigns, into and upon the said manors and premises, or every or any part, &c. (except before excepted) to enter and distrain. And the distress and distresses then and there, from time to time, found to take, &c. and keep until the said several rents, &c. and the respective arrears thereof (if any be) shall be fully satisfied and paid, as by the said indenture, &c. more plainly appears.

Now this indenture witnesseth, That for and in consideration of the sum of 1500 *l.* of, &c. to the said Sir *J. W.* and dame *M.* his wife, in hand paid by the said *T. C.* at or before the sealing, &c. The receipt whereof the said Sir *J. W.* doth hereby acknowledge, and thereof,

thereof, and of, &c. doth clearly, &c. acquit, &c. the said T. C. his executors, &c. And also in consideration of the sum of *five shillings*, of like money, to them the said Sir J. W. and dame M. in hand paid by the said G. N. at or before the sealing, &c. the receipt whereof the said Sir J. doth also hereby acknowledge, they the said Sir J. W. and dame M. his wife, have granted, bargained, sold, assigned and set over; and by these presents do, &c. unto the said G. N. (by the nomination and appointment of the said T. C.) The said annual or yearly sum of 300 l. of, &c. herein before mentioned to have been limited to the said Sir J. W. during the joint lives of the said Sir B. W. and Sir J. W. to be issuing out of the said manors and premises as aforesaid.

And also the said annual or yearly rent or sum of 400 l. herein before mentioned to have been limited to the said dame M. W. immediately from and after the decease of the said Sir J. W. during the joint lives of the said Sir B. W. and her the said dame M. to be issuing out of the said manors and premises as aforesaid. Together with all the liberty and power for entering and distraining into and upon the said manors and premises, and every or any part or parcel thereof, for the said several yearly rents of 300 l. and 400 l. and arrears thereof, and all other ways, means and remedies, for the recovery of the said yearly rents, or either of them, which they the said Sir J. W. and dame M. his wife, or either of them, have or may, can or ought to have by force and virtue of the said indenture, and other assurances, or otherwise howsoever. *To have and to hold* the said annual or yearly sum of 300 l. unto the said G. N. his heirs and assigns, from the last day of, &c. now last past, before the day of the date hereof, unto the full end and term of 500 years from thence next ensuing fully to be compleat and ended, if the said B. Lord W. and Sir J. W. shall both of them jointly so long live. *And to have and to hold* the said annual or yearly rent or sum of 400 l. unto the said G. N. his heirs and assigns, from and immediately after the decease of the said Sir J. W. for and during the term of 500 years, to be accounted from the said last day of, &c. now last past, and from thence fully to be compleat and ended, if the said B. Lord W. and dame M. now the wife of the said Sir J. W. shall both of them jointly so long live.

And this indenture further witnesseth, That the said Sir J. and M. his wife, for and in consideration of the said sum of 1500 l. so to them in hand paid by the said T. C. as aforesaid, have demised, granted, bargained and sold, and by these presents do, &c. unto the said T. C. ALL that the said manor of F. with its rights, members and appurtenances; And the said capital messuages, *prout antea*; and the said advowson, *prout antea*; and all and every the said messuages, *prout antea*; and all the said woods, &c. and all and singular other the manors, &c. and premises whatsoever, whereof, or wherein, or concern,

concerning which any manner of use or estate is herein before mentioned, or recited to have been limited unto the said Sir *J. W.* and *M.* or either of them, either in possession, reversion or remainder (the said several annual or yearly rents or sums of 300 *l.* and 400 *l.* herein before granted, bargained and sold, or mentioned to be granted, bargained, sold, assigned and set over unto the said *G. N.* only excepted and foreprized.) And also the reversion, &c. remainder, &c. of all and singular the said manors, lands, tenements and premises: And all the rents, &c. and appertaining. *To have and to hold* the said manors, messuages, lands, tenements, woods, under-woods, advowson, and all and singular other the hereditaments and premises whatsoever, hereby to him the said *T. C.* demised, granted, bargained or sold, or mentioned to be demised, granted, bargained and sold, with all and singular their, &c. appurtenances unto him the said *T. C.* his executors, administrators and assigns, from the last day of, &c. now last past, before the day of the date hereof, until the full end and term of 500 years from thence next ensuing fully to be compleat and ended, without, &c.

And the said J. W. for himself, his heirs, executors, and administrators, doth covenant, promise and grant, to and with the said *T. C.* his executors, administrators and assigns, by these presents, That he the said Sir *J. W.* and the said dame *M.* his wife, shall and will before the end of, &c. now next ensuing the date hereof, at the proper costs and charges in the law of him the said Sir *J. W.* acknowledge and levy in due form of law unto the said *T. C.* one or more fine or fines *sur concessit*, according to the usual course of such fines in such case used, of all and singular the said manors, messuages, lands, tenements and premises thereby to him the said *T. C.* demised, or mentioned to be demised, with their, &c. appurtenances; by such names both of parties and premises, and such contents, quantities and qualities of land, number of messuages and acres, and other things, and other certainties as shall be apt and convenient in that behalf. *To have and to hold* the same unto the said *T. C.* his executors and administrators from the said last day of, &c. now last past, unto the full end and term of 500 years, from thence next ensuing fully to be compleat and ended, which said fine or fines, and all and every fine or fines whatsoever had, levied, or acknowledged, or to be had, levied or acknowledged by the said Sir *J. W.* and dame *M.* his wife, by any name or names whatsoever, unto the said *T. C.* or to any other person or persons whomsoever, of or upon the said manors, messuages, lands, tenements, hereditaments and premises, hereby demised, or mentioned to be demised, or of any of them, or of any part or parcel thereof, or of any of them by any name or names whatsoever, at any time or times, within one year next after the day whereon this indenture doth bear date, or is mentioned to be made, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure, and is by all and every the said parties to these presents declared and agreed to be and enure, for the corroboration, strengthen-

strengthening and confirming of this present indenture, and of the demise and grant hereby made unto the said *T. C.* And also for the corroboration, strengthening and confirming of the grant, bargain, sale and assignment hereby made, or mentioned to be made, of the said several yearly sums or rents of 300 *l.* or 400 *l.* unto the said *G. N.* according to the purport, intent and meaning of these presents; And notwithstanding the said fine or fines be, or shall be levied or acknowledged of the said manor or lands, and not of any rent or rents issuing out of the same, or any part thereof.

And the said Sir *J. W.* for himself, his heirs, executors, and administrators, doth covenant, promise and grant, to and with the said *T. C.* his executors and administrators, by these presents, That he the said Sir *J. W.* his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *T. C.* his executors, administrators or assigns, at or in the, &c. of the, &c. the full sum of 1590 *l.* of lawful, &c. in gold or silver, in manner and form following; (that is to say) 45 *l.* thereof upon the, &c. day of, &c. now next ensuing the date of this present indenture, and 1545 *l.* residue thereof, upon the, &c. day of, &c. which shall happen and be in the year, &c. without farther delay, and without any defalcation, deduction or abatement of any thing, for or in respect of any taxes, assessments, contributions, quartering of soldiers, or other matter or thing whatsoever, ordinary or extraordinary.

Provided always, And it is hereby covenanted, granted, concluded, and agreed, by and between all the said parties to these presents, That if the said Sir *J. W.* his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said *T. C.* his executors or administrators, the said sum of 1590 *l.* at the said place of payment, and in such sort, manner and form as the same is herein before covenanted to be paid, without any defalcation, deduction or abatement as aforesaid, that then and from thenceforth this present indenture, and all and every grant, demise, bargain, sale and assignment herein contained, and also the said term and estate made, or to be made by the said fine or fines, *sur concessit*, herein before covenanted to be levied as aforesaid, shall cease and be void; any thing herein contained to the contrary thereof in any wise notwithstanding.

And it is also hereby declared and agreed, by and between all the said parties to these presents, That until some default shall be made of or in payment of the said sum of 1590 *l.* herein before covenanted to be paid, or some part thereof, They the said Sir *J. W.* and dame *M.* his wife respectively, according to their respective former estates and interests which they had in, to, or out of the premises, before the making of these presents, shall or lawfully may receive and take to their

their own use, ALL the said several yearly rents of 300*l.* and 400*l.* as the same respectively shall become due and payable, And also all the rents and profits of the said manors, lands, tenements, and premises hereby demised, or mentioned to be demised, without the let, trouble, hindrance or denial of them the said *T. C.* or *G. N.* their or either of their heirs, executors, administrators or assigns, and without any account to be given or rendred to them for the same.

And the said Sir J. W. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise, and grant to and with the said *T. C.* his executors, administrators and assigns by these presents, in manner and form following; (that is to say) That if he the said *Sir J. W.* his heirs, executors or administrators, shall make any default in payment of the said sum of 1590*l.* in part or in all, at any the days and times herein before appointed for payment thereof, then he the said *G. N.* his heirs and assigns, shall or lawfully may from thenceforth quietly and peaceably have, take, receive and enjoy the said several yearly rents of 300*l.* and 400*l.* when and as the same shall become due and payable, during the residue of the said respective terms for which they are hereby mentioned to be granted to the said *G. N.*

And also the said *T. C.* his executors, administrators and assigns, shall or lawfully may, from and after any such default, quietly and peaceably have, hold, possess and enjoy all and singular the said manors, messuages, lands, tenements, hereditaments and premises hereby demised or mentioned to be demised, without the let, trouble or interruption of the said *Sir J. W.* and dame *M.* his wife, or either of them, or any person or persons lawfully claiming by, from or under them, or either of them, and without the lawful let, trouble, or interruption of any other person or persons whatsoever, (other than the said *B. Lord W.* and his assigns) for and in respect only of such estate and estates as is herein before mentioned and recited to have been to him limited by the said recited indenture and other assurances, and other than of the first, second and other sons of the said *Sir J. W.* and the heirs male of their bodies, for and in respect only of such estate or estates as is herein before mentioned, and recited to have been to them limited, of and in such part of the said lands and premises only, whereof or concerning which no estate of inheritance, either in possession, reversion or remainder, is herein before recited to have been limited to the said *Sir J. W.*

And further also, That the said manors, messuages, lands, tenements, hereditaments and premises, hereby demised or mentioned to be demised, and the said several rents of 300*l.* and 400*l.* herein before granted or mentioned to be granted to the said *G. N.* now are, and during the said respective terms for which they are herein before respectively mentioned to be demised or granted, shall remain

remain, continue, and be unto the said *T. C.* and *G. N.* respectively, and their respective executors, administrators and assigns, according to the true intent and meaning of these presents, and of the agreements herein contained, free and clear, and freely and clearly acquitted, freed and discharged, of and from all and all manner of former and other bargains, sales, gifts, grants, jointures, dowers, entails, estates, leases, rights, titles, rents, arrearages of rents, debts, duties, judgments, statutes merchant and of the staple, recognizances, charges, troubles, forfeitures, and incumbrances whatsoever (All such estates as do plainly appear in and by the said indenture tripartite, bearing date, &c. herein before mentioned or recited, only excepted and foreprized.)

And moreover also, That if any default shall be made by the said Sir *J. W.* his heirs, executors or administrators, in the payment of the said sum of 1590 *l.* in part or in all, at any the days or times whereof the same is before covenanted to be paid, although no demand be thereof made, That then and from thenceforth the said Sir *J. W.* and dame *M.* his wife, and the heirs and assigns of the said Sir *J. W.* and all and every other person and persons whatsoever, having or lawfully claiming, or that shall or may at any time or times hereafter have or lawfully claim, any estate, right, title, or interest of, in or to the premises hereby granted or demised, or mentioned to be granted or demised, or of, in or to any part or parcel thereof (other than the persons or their assigns, whose estates and interests as herein before excepted, for and in respect only of the same estates as interests so excepted) shall and will from time to time, and at all times, at and upon the reasonable request and proper costs and charges in the law of the said *T. C.* his executors, administrators or assigns, do, make, levy, execute, acknowledge and suffer all and every such further and other reasonable act and acts, thing and things, for the better, further and more perfect assurance, surety, sure-making and confirming of the said manors, messuages, lands, tenements, hereditaments and premises, and every or any part or parcel thereof, with the appurtenances, unto the said *T. C.* his executors, administrators and assigns, for and during all the residue of the said respective terms herein before mentioned to be demised or granted then to come and unexpired, be it by fine or fines *sur conusans de droit come ceo,* &c. or any other fine or fines, deed or deeds, indented or poll; common recovery or recoveries, with single, double, or treble voucher or vouchers, release or confirmation, or by all and every, or any of the said ways or means, or by any other ways or means in the law whatsoever, as by the said *T. C.* his executors, administrators and assigns, or by his or their council learned in the law, shall be reasonably devised or advised and required. *In witness,* &c.

Bargain and Sale by Husband and Wife, of the Wife's Lands, she being under Age. See Collateral Security next following.

THIS Indenture, made, &c. between B. C. son and heir apparent of C. C. of R. in the county of S. and E. C. wife of the said B. C. and sole daughter and heir of F. T. of, &c. deceased, of the one part; and W. J. of B. in the said county of S. of the other part: *Witnesseth*, That the said B. C. and E. his wife, for and in consideration of the sum of — of, &c. to the said B. C. in hand paid by the said W. J. at or before the sealing, &c. the receipt, &c. have granted, bargained and sold, and by these presents *do* for them and their heirs, clearly, &c. sell unto the said W. J. his heirs and assigns, all that manor, farm or grange, commonly called or known by the name of W. situate, &c. and all the messuages, lands, &c. whatsoever, to the said manor, farm or grange belonging, or in any wise appertaining or accepted, &c. And the reversion, &c. remainder, &c. of all and singular the premises, &c. And all rents, services, &c. And also all and every the estate and estates, right, title, &c. whatsoever, of them the said B. C. and E. his wife, or either of them, of, in and to the &c. *To have and to hold* the said manor, farm, grange, messuages, lands, &c. whatsoever, hereby granted or mentioned, &c. unto the said W. J. his heirs and assigns; *To the only use, &c. of* the said W. J. his heirs and assigns for ever; and to or for none other use, &c. whatsoever.

And the said B. C. for himself, his heirs, executors, administrators and assigns, and for every, &c. doth covenant, &c. with the said W. J. his heirs and assigns, by, &c. that the said manor, farm, grange, messuages, lands, tenements, hereditaments, and all and singular other the premises whatsoever hereby granted, or, &c. with their, &c. appurtenances, is, and are free and clear of and from the payment of all, and all manner of tithes whatsoever.

And further, the said B. C. for himself, his heirs, &c. (ut supra) presents, that the said E. C. wife of the said B. C. if she shall happen to live to attain her full age of 21 years, together with the said B. C. or such other husband as she shall then have, if she shall then be under coverture; or if not under coverture, then solely within two months after that the said E. C. shall attain her full age of 21 years; or if she shall die before she shall attain her full age, or before she shall have levied a fine, as is herein after mentioned; then the heir or heirs of the said E. C. within two months after her death, if such heir or heirs shall be then of full age; or if within age, then within two months after such heir or heirs shall be of full age, shall and will at the costs and charges in the law of the said W. J.
his

heirs or assigns, acknowledge and levy one fine *sur conusans*, &c. unto the said *W. J.* his heirs and assigns, of all and singular the premises hereby granted, or, &c. with the appurtenances. And from time to time then after, make, do and execute, or cause, &c. all and every such further, and other lawful and reasonable act and acts, thing and things, assurances and conveyances in the law whatsoever, for the further, better and more perfect assurance, surety, &c. or confirmation of the said manor, farm, grange, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted, or &c. with their, &c. appurtenances, unto the said *W. J.* his heirs and assigns: be it by deed or deeds, indented or poll, inrolled or not inrolled, fine or fines, with proclamations, common recovery or recoveries, with single, &c. voucher or vouchers, release or confirmation, or by all and every, or any, &c. as by the said *W. J.* his heirs or assigns, or by his, &c. and required.

And, that at the time of making such assurance or assurances, the said manor, farm, grange, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted, or, &c. with their, &c. appurtenances, shall be free and clear, and freely, clearly and absolutely acquitted, freed and discharged, or otherwise well and sufficiently recompensed, saved and kept harmless, of and from all former and other grants, bargains, sales, leases, charges, titles, troubles, forfeitures and incumbrances whatsoever, had, made, committed, done, acknowledged, or willingly and wittingly suffered by the said *B. C.* and *E.* his wife, or either of them, or by the heirs of the said *E. C.* or by the said *F. T.* deceased, late father of the said *E. C.* or by any other person or persons whatsoever, by or with their or any of their means, consent, act, privity, knowledge or procurement: except the dower of *E. B.* widow, mother of the said *E. C.* and one lease made unto *T. F.* of a croft, and a little parcel of meadow, parcel of the premises.

A Lease by Husband and Wife for 60 Years, if the Wife's Mother so long lives, between the same Parties as in the foregoing Deed.

THIS Indenture, &c. made, &c. between *B. C.* Esquire, son and heir apparent of *C. C.* of *R.* in the county of *S.* and *E. C.* his wife, daughter and heir of *F. T.* Esquire, of the one part; and *W. J.* of *B.* in the county of *S.* Esquire, of the other part: *Witneseth*, That the said *B. C.* and *E.* his wife, for and in consideration of the yearly rent herein after reserved, and for divers other good causes, &c. them thereunto especially moving, have demised, granted, set and to farm letten; and by these presents do demise, &c. unto the said

W. J. his executors, administrators and assigns, all that close, meadow, leazow, pasture, meadow-ground, or parcel of land, situate, &c. in *C.* in the said county of *S.* commonly called, &c. name of *C. M.* with all profits and appurtenances thereunto belonging, To have and, &c. the said close, meadow, leazow, pasture-ground, or parcel of land, and all and singular other the premises hereby demised, or, &c. with the appurtenances, unto the said *W. J.* his executors, &c. from the 25th day of *March*, now next coming, after the date hereof, for and during the term of 60 years from thenceforth next ensuing, and fully to be compleat and ended, if *E. B.* widow, mother of the said *E. C.* shall so long live; yielding, &c. therefore yearly, and every year during all the said term, the yearly rent of 20 *l.* of, &c. at the two usual feasts or terms in the year; (that is to say) the feast of *St. Mic.* &c. and the *annunciation*, &c. by even, &c. portions,

And the said *B. C.* for himself, his heirs, &c. and for every of them doth covenant, &c. with the said *W. J.* his executors, administrators and assigns by these presents, that the said *B. C.* and *E. C.* their heirs or assigns, or some of them, shall and will from time to time during all the said term hereby granted, or mentioned to be granted, bear and pay all taxes, charges and assessments whatsoever, which shall be laid, taxed, charged to, or imposed upon the premises, or upon the said *W. J.* his executors or administrators, for or in respect of the said premises; and thereof, and therefrom, and of and from every part and parcel thereof, shall and will acquit and discharge the said *W. J.* his executors, administrators and assigns, and every of them.

And further, That he the said *W. J.* his executors and administrators, shall and may, during the term aforesaid, quietly and peaceably, under the rent aforesaid, have, hold, occupy, possess and enjoy the said close, meadow and premises, hereby demised, or mentioned to be demised, without any let or interruption of or by the said *B. C.* and *E.* his wife, or either of them, or the heirs of the said *E.* or of any other person lawfully claiming by, from or under them, or any of them: and free and clear, or otherwise, from time to time, well and sufficiently saved, and kept harmless and indemnified, of and from all incumbrances whatsoever had, made or suffered, or to be had, made or suffered by the said *B.* and *E.* or either of them. In witness, &c.

Collateral Security by Demise for a thousand Years; Conditioned Security, that the Wife, when of full Age, shall levy a Fine: This has Reference to the two last Conveyances. Note, in the two former, the Husband and Wife only conveyed; in this, the Husband and his Father joins.

THIS Indenture, made, &c. between C. C. of R. in the county of N. and B. C. son and heir apparent of the said C. C. of one part; and W. J. of B. in the county of S. of the other part: *Whereas* by one indenture bearing even date with these presents, made, or mentioned to be made, between the said B. C. and E. C. wife of the said B. C. and sole daughter and heir of F. T. late of R. in the county of S. deceased, of the one part; and the said W. J. of the other part: The said B. C. and E. his wife, for the consideration of 2200*l.* in the said indenture mentioned, *did* grant, bargain and sell unto the said W. J. his heirs and assigns, *all* that manor, farm or grange, commonly called or known by the name of W. situate, &c. (and so throughout the parcels *habend.* and use.) And and to for none other use, intent or purpose whatsoever; as in and by the said indenture, (relation being, &c.) appears.

And whereas by one other indenture, also bearing even date with these presents, made, or mentioned to be made, between the said B. C. and E. his wife, of the one part; and the said W. J. of the other part; They the said B. C. and E. his wife, for and in consideration of the yearly rent therein after reserved; and for divers other good causes, &c. them thereunto especially moving, *did* demise, grant, set, and to farm let unto the said W. J. his executors, administrators and assigns, *all* that close, meadow, leazow, pasture-ground, or parcel of land, situate, &c. in *Crake-Marsh*, &c. (and so throughout the parcels and *habend.*) At and under the yearly rent of 20 *l.* of, &c. as by the last recited indenture (relation being, &c.) appears.

Now this indenture witnesseth, That for securing the quiet enjoyment of the several lands and hereditaments, in and by the said several recited indentures, granted and conveyed, or, &c. as aforesaid, they being the inheritance of the said E. C. who is yet under the age of 21 years, (to wit, of the age of 18 years and an half, or thereabouts; And for and in consideration of the sum of 5 *s.* of, &c. to the said C. C. and B. C. in hand paid by the said W. J. at or before the sealing, &c. the receipt whereof the said C. C. and B. C. do hereby acknowledge; and for divers other good causes, &c. them thereunto especially moving, they the said C. C. and B. C. have demised, granted, bargained and sold, and, by these presents, *do* demise, &c. unto the said W. J. his executors, administrators and assigns, *all* and

singular the messuages, farms, cottages, lands, tenements and hereditaments whatsoever, in the town, parish, fields, hamlets, or precincts of S. in the county of N. wherein the said C. C. and B. C. or either of them, have or ever had any manner of estate in possession, reversion, remainder or expectancy: And the reversion, &c. remainder, &c. and all rents, &c. belonging: *To have and to hold* the said lands, tenements and hereditaments, and all and singular other the premises hereby demised, or, &c. with their, &c. appurtenances unto the said W. J. his executors, administrators and assigns, from the day next before the day of the date hereof, for and during the full end and term of 1000 years from thence next ensuing, and fully to be, &c. without impeachment, &c.

Provided always, and upon condition nevertheless, That if the said E. C. wife of the said B. C. if she shall live to attain her full age of 21 years, together with the said B. C. or such other husband as she shall then have, if she shall then be under coverture; or if not under coverture, then solely within two months after that the said E. C. shall attain her full age of 21 years: Or if she shall die before she shall attain her said full age, or before she shall have levied a fine, as is herein after mentioned, of the manor, farm, or grange of W. and other the premises, in or by the said first recited indenture, mentioned to be bargained and sold to the said W. J. and his heirs; Then if the heir or heirs of the said E. C. within two months after the death of the said E. C. if such heir or heirs shall be then of full age; or if within age, then when two months after that such heir or heirs shall be of full age, shall and will, at the costs and charges in the law of the said W. J. his heirs or assigns, acknowledge and levy one fine *sur conusans de droit, come ceo*, &c. unto the said W. J. his heirs and assigns, of all and singular the said manor, farm, or grange called W. and other the premises in and by the said first recited indenture granted, or, &c. with the appurtenances; and from time to time then after, make, do, and execute, or cause, &c. all and every such further and other lawful and reasonable act and acts, thing, &c. whatsoever, for the further, better and more perfect assurance, &c. or confirmation of the said manor, farm, grange, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted, or, &c. with their, &c. appurtenances, unto the said W. J. his heirs and assigns; be it by deed or deeds, indented or poll, inrolled or not inrolled, fine or fines, with proclamations, common recovery or recoveries, with single, double or treble voucher or vouchers, &c. whatsoever, as by the said W. J. his heirs or assigns, or by his, &c. shall be, &c. and required.

And, That at the time of the making of such assurance, or assurances, the said manor, farm or grange, called W. and all and singular other the said premises, in and by the said first recited indenture granted,

granted, or, &c. with their, &c. appurtenances, shall be free and clear, and freely, clearly, and absolutely acquitted, freed and discharged, of and from all former and other bargains, sales, leases, charges, titles, troubles, forfeitures, and incumbrances whatsoever, had, made, committed, done, knowledged, or willingly and wittingly suffered by the said *B. C.* and *E.* his wife, or either of them, or by the heirs of the said *E. C.* or by the said *F. T.* deceased, late father of the said *E. C.* or by any other person or persons whatsoever, by or with their or any of their means, consent, act, privity, knowledge or procurement. Except the dower of the said *E. B.* mother of the said *E. C.* and one lease made unto *T. F.* of a croft, and a little parcel of meadow, parcel of the premises.

And if in the mean time, until the making of such assurance or assurances as aforesaid, the said *W. J.* his heirs and assigns, shall or lawfully may quietly and peaceably have, hold and enjoy the said manor, farm or grange of *W.* and all and singular other the premises, in and by the said first recited indenture granted, or, &c. as aforesaid, with their, &c. appurtenances, without any manner of let, suit, trouble, molestation or interruption whatsoever, of or by the said *B. C.* and *G.* his wife, or either of them, their or either of their heirs or assigns, or of or by any other person or persons whatsoever lawfully claiming or to claim, by, from or under the said *B. C.* and *E.* his wife, or either of them, or either of their heirs, or by, from or under the said *F. T.* deceased; other than the said *E. B.* and *T. F.* and their assigns, for and in respect only of their several estates and interests herein before excepted.

And also, if the said *W. J.* his executors, administrators and assigns, shall or lawfully may, for and during all the aforesaid term of sixty years, (if the said *E. B.* shall so long live) have, hold, occupy, possess and enjoy the said close, meadow, &c. or parcel of land commonly called or known by the name of *C.* with all profits and appurtenances thereunto belonging, without any manner of let, suit, trouble, molestation or interruption whatsoever, of or by the said *B. C.* and *E. C.* or either of them, or the heirs of the said *E. C.* and without the lawful let, suit, trouble, molestation or interruption, or incumbrance of or by any other person or persons whatsoever, that then and from thenceforth this present indenture, and the demise, grant, bargain, sale, estate and term of years hereby made and granted, or, &c. shall cease, determine, become and be void, frustrate, and of none effect; any thing herein before contained to the contrary notwithstanding.

And the said C. C. for himself, his heirs, executors, administrators and assigns, and for every, &c. doth covenant, &c. with the said *W. J.* his executors, administrators and assigns, by these presents,

that he the said *C. C.* hath not done any act or thing whereby the premises hereby demised, or, &c. or any part thereof, is, are, or may, &c. in title, &c. or otherwise.

And the said B. C. for himself, his heirs, (*ut antea*) with the said *W. J.* his executors, &c. by these presents, that the said *C. C.* and *B. C.* or one of them, now at the time of the sealing and delivery of this present indenture, are or is lawfully, rightfully and absolutely seised of and in the said premises in *B. S.* and other the premises whatsoever in the said county of *N.* hereby demised, or, &c. with their, &c. appurtenances of a good, pure, absolute and indefeasible estate of inheritance in fee-simple; and have or hath good right, lawful and absolute power and authority in themselves, or in one of them, to demise, grant, bargain and sell the same premises, and every part and parcel thereof, unto the said *W. J.* his executors, administrators and assigns, for the said term of 1000 years, and in manner and form aforesaid.

And that the said E. C. or her heirs, shall levy such fine, and make such further assurances of the said manor, farm or grange called *W.* and other the premises in the said first recited indenture mentioned, as is herein before in the said proviso or condition mentioned; And that in case the said *E. C.* wife of the said *B. C.* or her heirs, (after such time as she or they shall have attained her or their full age of one and twenty years) shall refuse, or unnecessarily delay to levy such fine of the said manor, farm or grange called *W.* and other the premises, in or by the said first recited indenture granted and conveyed, or, &c. as aforesaid; or being required by the said *W. J.* his heirs or assigns, to make such other assurance or assurances thereof as aforesaid; shall unnecessarily delay to make such other assurance or assurances as aforesaid; or if the said *W. J.* his heirs and assigns, shall at any time hereafter be disturbed in the possession of the same manor, farm or grange of *W.* and other the said premises, or any part thereof, by the said *B. C.* and *E.* his wife, or either of them, their or either of their heirs or assigns, or by any other person or persons whatsoever lawfully claiming, or to claim, by, from or under them, or either of them, or by, from or under the said *F. T.* deceased, or if the said *W. J.* his executors, administrators or assigns, or any of them, shall at any time during the aforesaid term of 60 years, determinable by the death of the said *E. B.* as aforesaid, be disturbed in the possession of the said parcel of land, called or known by the name of *G.* by the said *B. C.* and *E.* or either of them, or either of their heirs, or by any other person or persons whatsoever, any estate having or lawfully claiming or to claim in the same premises, or any part or parcel thereof, that then and from thenceforth, in any of the said cases, he the said *W. J.* his executors, administrators and assigns, shall or lawfully may from time to time, during all the rest and residue of the said term of one thousand years then to come and unexpired, freely, quietly and peaceably have, hold and enjoy, all and singular the premises

mises hereby demised, or, &c. and receive and take all the rents, issues and profits thereof, without any let, suit, trouble, denial, hindrance or interruption of or by the said B. C. and C. C. his father, or either them, or either of their heirs or assigns, and without the lawful let, suit, trouble, interruption, eviction or ejection of or by any person or persons whatsoever.

And free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, jointures, dowers, entails, estates, leases, rights, titles, rents, arrearages of rents, issues, fines, post-fines, amerciaments, judgments, recognizances, statutes-merchant and of the staple, decrees, extents, sequestrations, seizures, executions, charges, troubles and incumbrances whatsoever had, made or done by the said B. C. and C. C. or either of them, or by any other person or persons whatsoever.

*And further also, that in any of the cases aforesaid, the said C. C. and B. C. and all and every other person and persons whatsoever, any estate having or lawfully claiming, of, in, to, or out of the premises hereby demised, &c. or of any part thereof, shall and will at the reasonable request and proper costs and charges in the law of the said W. J. his executors, administrators or assigns, or law of the said W. J. his executors, administrators or assigns, or any of them, make and do all and every such act and acts for the further, better and more perfect assuring and conveying of all and singular the said premises hereby demised, or, &c. with their, &c. appurtenances, unto the said W. J. his executors, administrators and assigns, for and during the term hereby granted, or, &c. Be it by fine or fines, *sur concessit*, or *sur conusans de droit come ceo*, &c. deed or deeds, recovery or recoveries, with single, double, &c. as by the said W. J. his executors, administrators or assigns, or by his, &c. and required.*

And it is hereby declared and fully agreed by and between all the said parties to these presents, That until there shall be some failure of performance of the proviso herein before mentioned, or breach of the said covenants or agreements, for levying a fine, or making further assurances; or until the said W. J. his heirs, executors, administrators or assigns, shall be molested by the said B. C. and E. his wife, or one of them, or their, or one of their heirs or assigns, or by some other person or persons lawfully claiming, or to claim by from or under them, or one of them, in the quiet enjoying of the manor, farm or grange, and other the premises, in or by the said first recited indenture mentioned to be granted, or of the said parcel of land, called C. and other the premises, in or by the said second recited indenture to be demised, it shall and may be lawful to and for the said C. C. and B. C. their heirs and assigns, or some of them, according to their estates and interest in the premises hereby demised,

or, &c. before the making hereof, to create and take to their own uses, all the rents, issues and profits of all and singular the premises hereby demised, or, &c. without any accompt to be given unto the said W. J. his executors, administrators or assigns, for the same. In witness, &c.

A Covenant by Husband and Wife to levy a Fine.

THIS Indenture made, &c. between R. C. and C. his wife, on the one part, and J. F. and F. J. of the other part; *witneseth*, That it is covenanted, granted, concluded and agreed, by and between the said parties to these presents: And the said R. C. for himself, his heirs, executors and administrators, and for the said C. his wife, doth covenant, grant and agree to and with the said J. F. and and F. J. their heirs, executors and administrators, by these presents, that they the said R. C. and C. his wife, shall and will before the end of the term of *St. Hilary* next ensuing the date hereof, by one fine with proclamation in due form of law, to be levied before the justices of our Sovereign Lord the King, of his Majesty's court of *Common Pleas* at *Westminster*, or before any other person or persons sufficiently and lawfully authorized in that behalf, between the said J. F. and F. J. plaintiffs, and the said R. C. and C. his wife, defendants, recognize and acknowledge, all that, &c. situate, lying and being, &c. in which the said R. C. and C. his wife, or either of them, have or heretofore had any estate of inheritance in possession, reversion or remainder, with all and singular the appurtenances thereof, by some name or names, or contents and number of acres in the said fine to be contained, to be the right of the said J. F. as those which the said J. F. and F. J. have of the gift of the said R. C. and C. his wife. And the same shall thereby remise and quit-claim from them the said R. C. and C. his wife, and their heirs, to the said J. F. and F. J. and the heirs of the J. F. for ever. And moreover, shall by the said fine warrant the said, &c. unto the said J. F. and the heirs of the said J. F. for ever.

G. F. being a Tenant in Fee, and by Curtesy of Lands, &c. the Reversion of Part thereof to P. F. his Son. G. F. and P. covenant to levy a Fine and Recovery to the Use of himself and Son for Life, with divers Limitations in Tail, and Power in P. F. to make Leases for Portions for his Daughters, and also 1500 l. to be paid to S. F. the second Son of G. F. &c.

THIS Indenture tripartite made, &c. between G. F. of, &c. and P. F. son and heir apparent of the said G. F. and R. F. deceased, late wife of the said G. F. and sole daughter and heir of E. D. of, &c. deceased, of the first part, R. C. and C. R. of the second part,

part, and *C. D.* and *J. V.* of the third part; Whereas the said *G. F.* is seized in his demesne as of fee of some part of the manor, lands, &c. hereafter mentioned, and is also seized for term of his life as tenant by the curtesie of *England*, of other the manors, messuages, &c. hereafter specified, the reversion whereof in fee-simple being descended by and after the decease of the said *R. F.* unto the said *P. F.* now to the intent and purpose that the manors, &c. hereafter mentioned and expressed, may be established, vested and settled in and unto the said *G. F.* during the term of his natural life, and after his decease, upon the said *P. F.* and upon his name, stock and posterity, and to such other uses as are hereby appointed. It is covenanted, condescended, concluded and fully agreed by and between the said parties to these presents; And the said *G. F.* and *P. F.* do for themselves, their heirs, executors and administrators, covenant, promise, grant and agree to and with the said *R. C.* and *C. R.* their heirs, executors and administrators, and to and with every of them by these presents, that they the said *G. F.* and *P. F.* shall and will on this side and before the end of *Hillary* term now next ensuing, in due form of law, by one fine with proclamation, to be levied before the justices of our Sovereign Lord, &c. of his Majesty's court of common pleas at *Westminster*, between the said *D. C.* and *G. V.* plaintiffs, and the said *G. F.* and *P. F.* deforceants, recognize and acknowledge all those manors of *A. B. C.* and *D.* with the appurtenances, lying and being in *B.* in the county of *S.* in which the said *G. F.* and *P. F.* or either of them have, or heretofore had any estate of inheritance in possession or reversion, or remainder, with all and singular the appurtenances thereof, by some name or names, &c. in the said fine to be contained, to be the right of the said *D. C.* as those which they the said *D. C.* and *G. V.* have of the gift of the said *G. F.* and *P. F.* and the same shall thereby remise and quit-claim from the said *G. F.* and *P. F.* and their heirs, to the said *D. C.* and *G. V.* and to the heirs of the said *D. C.* for ever. And moreover shall, by the said fine, warrant the said manors, &c. with the appurtenances, unto the said *D. C.* and *G. V.* and the heirs of the said *D. C.* against them the said *G. F.* and *P. F.* and their heirs for ever. Which said fine or fines so as aforesaid, or in any other sort, to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed and taken to be and enure, to the use of the said *D. C.* and *G. V.* and their heirs, to the end, intent and purpose, that they the said *D. C.* and *G. V.* may become perfect tenants of the freehold of the said manors, &c. whereby one or more perfect common recovery or recoveries shall or may thereof be had or suffered in manner and form hereafter following. For which intent and purpose, it is covenanted and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *R. C.* and *C. R.* to bring, pursue and prosecute against them the said *D. C.* and *G. V.* one or more writ or writs of entry *sur disseizin en le poest*, of and for the said manors, &c. with their and every of their appurtenances,

appurtenances, whereby the said *R. C.* and *C. R.* shall demand the, &c. against them the said *D. C.* and *G. V.* to which writ the said *D. C.* and *G. V.* shall appear personally, or by attorney, and after defence made shall vouch to warranty the said *G. F.* and *P. F.* who shall likewise appear and enter into the warranty, and vouch over the common vouchee, who shall likewise appear and enter into the warranty, and after make default, to the end that a perfect common recovery, with double voucher may be had and executed according to the course of common recoveries to be had and executed, of the, &c. with the appurtenances; which said recovery so as aforesaid, or in any other manner to be had, and all other common recoveries, fines, feoffments, conveyances and assurances in the law whatsoever, since the decease of the said *R. F.* had, made, levied, acknowledged, suffered or executed, or to be had, made, levied, suffered, acknowledged or executed by or between the said parties to these presents, or any of them, or whereunto they or any of them shall be parties, of, for and concerning the said, &c. or any of them, or any part or parcel of them, shall be and enure, and shall be adjudged, deemed, and reputed to be and enure to the uses, behoofs, intents and purposes, and with, upon and under such provisos, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed, (that is to say) for and concerning the said manor of *A.* and *B.* &c. (*with the general words*) to the said *P. F.* for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste. And for and after the decease of the said *P. F.* to the use and behoof of the said *G. F.* for and during the term of his natural life. And from and after the decease of the said *G. F.* and *P. F.* to the use and behoof of *C. F.* eldest son of the said *P. F.* and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of *D. F.* second son of the said *P. F.* and of the heirs male of the body of the said *D. F.* lawfully to be begotten, &c. (to the tenth son) and for default of such issue, to the use and behoof of all and every other the sons of the said *P. F.* lawfully to be begotten successively one after the other, and of the heirs male of the body of every such son or sons, severally and respectively to be begotten, as they and every of them shall be in seniority of age, and priority of birth; the eldest of the said sons, and the heirs male of his body, being ever preferred before the younger of the said sons, and the heirs male of the body of the said *S. F.* lawfully to be begotten, and for default of such issue, to the use and behoof of the heirs of the body of the said *G. F.* lawfully begotten and to be begotten, and for the want of such issue, to the use and behoof of the right heirs of the said *G. F.* for ever. And as for and concerning the said manor of, &c. to the use and behoof of the said *R. C.* and *C. R.* and of their heirs and assigns for ever, upon trust and confidence nevertheless, and to the end, intent and purpose, that they the said *R. C.* and *C. R.* and the survivor of them and his heirs,

heirs, shall and will sell, convey and assure the said manor, &c. with the rights, members and appurtenances thereunto belonging, and every part thereof, late the inheritance of the said *R. F.* deceased, for the best benefit, profit and advantage which shall or may be *bona fide* had or gotten for the same. And that the money to be raised by every such sale, and as every such sale shall be made, shall be forthwith paid and disposed of by the said *R. C.* and *C. R.* and the survivor of them and his heirs as followeth, (that is to say) so much money thereof to the said *G. F.* his executors or administrators, as, according to the true yearly value of the said manor and lands, shall come to seven years purchase: and for the residue of the money to be raised by such sale as aforesaid, shall be disposed of, for and towards the payment of the debts of the said *P. F.* and sums of money mentioned in the schedule hereunto annexed, and for and toward the payment of such legacies as the said *P. F.* shall by his last will and testament devise and bequeath if any overplus remain after the said debts are fully satisfied and paid; and in default of such devise or bequest, to the executors or administrators of the said *P. F.* and upon further trust and confidence that the said *G. F.* his executors, administrators or assigns, shall and may have, receive and take to his own proper use and behoof all and singular the rents, issues, revenues and profits of the said manor, &c. hereby limited and intended to be sold, until such sale shall be made thereof as aforesaid. Provided always, and it is the true intent and meaning of these presents, that if the said *C. F.* eldest son of the said *P. F.* or such other person or persons to whom any estate is hereby limited or intended to be limited, of and in the said manors of *A.* and *B.* his, their or some of their heirs or assigns, shall not within three years next after the decease of the said *A. F.* and *P. F.* or the survivor of them, well and truly pay, or cause to be paid unto the said *S. F.* second son of the said *G. F.* (if he the said *S. F.* shall and do so long live) the sum of 1500*l.* of lawful money of *Great Britain*, that then and immediately after such default of payment, and all and every the use and uses herein before declared and limited, as for and concerning the said manors of *A.* and *B.* shall cease and be void: And then also and from thenceforth the said recovery so as aforesaid, or in any other sort, to be had and suffered and the recoveror or recoverors therein named, his and their heirs shall stand and be seized in and of all and singular the said, &c. to the use and behoof of the said *S. F.* his heirs and assigns, until he or they shall or may out of the rents, issues and profits thereof have fully levied and received the said sum of 1500*l.* together with lawful interest for the same, at the rate of five pounds by the year, for every hundred pounds for the forbearing thereof, from the end of the said three years next ensuing the deaths of the said *G. F.* and *P. F.* or the survivor of them; and all damages, costs and charges which he the said *S. F.* his heirs, executors or administrators, shall sustain or be put unto in or about the recovering and obtaining of the said money, or in and about any suit

suit concerning the same. And from and after such time as the said *S. F.* his heirs or assigns, shall, or without fraud or covin might, have received the said 1500*l.* together with all interest due for the same as aforesaid, together with all charges, expences and damages as aforesaid, touching or any wise concerning the same, out of the rents, issues and profits of the said manors, &c. That then and from thenceforth the said recoveries shall be and enure, as to the said manors of, &c. And the recoveror and recoverors therein to be named, his and their heirs and assigns, shall stand and be seized thereof, and of every part and parcel thereof, to the use of such person and persons, and of such estate and estates, to whom the said manors ought to have come and be remaining by the true intent and meaning of these presents, in case the said last mentioned proviso, for, touching or concerning the said *S. F.* or any matter or thing therein contained, had never been. And it is further covenanted, granted, concluded, declared and fully agreed by and between all the said parties to these present indentures, for them and their heirs respectively; And the true intent and meaning of these presents, and of all the parties thereunto is, that as to, for, touching and concerning the said manor of *D.* late part of the inheritance of the said *R. F.* with the rights, members, appurtenances, lands, tenements and hereditaments thereunto belonging; the said recovery so as aforesaid, or in any other manner, to be had and suffered, and all other recoveries, conveyances, fines, feoffinents and assurances in the law whatsoever, since the death of the said *R. F.* late wife of the said *G. F.* had, made, levied, suffered, acknowledged or executed, or to be had, made, levied, suffered, acknowledged or executed, by or between the said parties to these presents, or any of them, or whereto they or any of them shall be parties of, for or concerning the said manor of *D.* or part or parcel thereof, either solely or together with other the said manors, &c. or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the uses, behoofs, intents and purposes, as to the said manor of *D.* with the rights, members and appurtenances thereof, and with, upon and under such provisos, conditions, powers, and limitations as are hereafter in and by these presents mentioned and declared, (that is to say) to the use and behoof of the said *P. F.* and his assigns, for and during the term of his natural life, without impeachment of waste, and from and after his decease, to the use and behoof of *A. F.* his wife, for and during the term of her natural life: and from and after the decease of the survivor of them the said *P. F.* and *A. F.* his wife, to the use and behoof of the said *G. F.* for and during the term of his natural life: And from and after the decease of the said *G. F.* to the use of, &c. Provided always, and the true intent and meaning of these presents is, that it shall and may be lawful to and for the said *P. F.* at any time or times after the decease of the said *A. F.* in case he shall happen to survive her, during his natural life, by his deed or deeds indented

dented by him, duly executed in the presence of two or more credible witnesses, to make one or more lease or leases for one, two or three lives, or one and twenty years or under, of the said manor of *D.* or any part thereof, under such rent, rents, reservations and covenants as he shall think fit, to any person or persons whatsoever, upon trust for the raising of the several portions herein after mentioned, for such daughter or daughters as the said *P. F.* shall happen to have, and not otherwise provided for, (that is to say) if one daughter, then for the raising of 1000*l.* for that daughter, and if more daughters, then for the raising of 500*l.* a-piece for each and every of the said daughters to be paid them at their several and respective ages of 21 years or days of marriage, which shall first happen. And that all and every such lease and leases, demise and demises, grant or grants to be made as aforesaid, shall stand and be good and effectual in the law, to all intents and purposes: And the said recovery, so as aforesaid or in any other manner to be had and suffered, shall be and enure, and the recoveror or recoverors therein named or to be named, his and their heirs, shall stand and be seized of and in so much of the said manor of *D.* as shall be so demised or leased, to the use of such person or persons, his and their executors, administrators and assigns, to whom such demise or demises, lease or leases, grant or grants shall be made as aforesaid. *In, &c.*

A Covenant to levy a Fine.

THIS Indenture, made, &c. Between *R. C.* and *C.* his wife, of the one part, and *J. F.* of the other part, witnesseth, That it is covenanted, granted, concluded and agreed by and between the said parties to these presents; and the said *R. C.* for himself, his heirs, executors and administrators; and for the said *C.* his wife, doth covenant and grant to and with the said *J. F.* his heirs, executors and administrators, that he the said *R. C.* and *C.* his wife, shall and will before the end of next *Hilary* term, before the justices of his Majesty's court of *Common Pleas* at *Westminster*, acknowledge and levy one fine *sur conuzance de droit come ceo que il ad de leur done*, &c. with proclamations, according to the form of the statute in such case had and provided, to the said *J. F.* of all, &c. by such name and names, quantities and numbers of acres, as by the said *J. F.* or his counsel learned in the law, shall be reasonably devised, advised or required.

A Covenant to levy a Fine by several Persons, having separate Interests.

THIS Indenture, made, &c. between R. C. of the first part, C. R. of the second part, I. F. of the third part, and F. I. of the fourth part. Whereas the said R. C. is seized in his demesne as of fee, of and in one parcel, &c. And whereas the said C. R. is likewise seized in his demesne as of fee, of and in one messuage, &c. which he lately purchased of one A. B. And whereas the said I. F. is likewise seized in his demesne as of fee, of and in ten acres of arable land, &c. which he the said I. F. lately purchased of one B. A. And they the said R. C. C. R. and I. F. being severally so seized of the premises aforesaid. Now this indenture witnesseth, That it is covenanted, concluded and agreed, by and between all the said parties to these presents, that they the said R. C. C. R. and I. F. shall before the end of Hilary term ensuing the date of these presents, in due form of law, levy and acknowledge one fine *sur conuzance de droit come ceo*, &c. with proclamations, according to the statute in that case made and provided, before the justices of his Majesty's court of Common Pleas at Westminster, to the said F. I. and his heirs, of all and singular the premises, with the appurtenances, by such name or names, &c. And that the said fine, so to be levied, shall be and enure, and shall be deemed, construed and taken so to be and enure; and the said F. I. and his heirs, shall by virtue thereof stand and be seized of and in all and singular the said premises, with their and every of their appurtenances; to the several uses hereafter mentioned and declared in manner and form following; that is to say, of and in the said parcel, &c. called or known by the name of S. with the appurtenances, to the only use and behoof of the said R. C. and his heirs. And of and in the said messuage, &c. to the use and behoof of the said C. R. and his heirs, &c.

A Covenant to levy a Fine in a Court of ancient Demesne.

THIS Indenture, made, &c. between B. C. of the one part, and C. B. of the other part. Whereas the said B. C. is the day of the date of these presents lawfully seized of an estate of inheritance to him and the heirs male of his body, of and in divers lands, &c. within the liberty of R. in the county of S. hereafter in these presents particularly mentioned. Now this indenture witnesseth, that the said B. C. for divers causes and considerations him hereunto moving: And for the settling, &c. doth, for himself and his heirs, covenant, grant and agree, to and with the said C. B. his heirs, executors and administrators, by these presents, that he the said B. C. at his own proper costs and charges, shall and will in due form of law, before,

before, &c. next ensuing the date of these presents, acknowledge and levy one fine in the court of ancient demesne within the said liberty of R. according to the course and common usage for levying of fines for lands and hereditaments within the said liberty, unto the said C. B. of all, &c. by the name of, &c. or by such other name or names as shall be thought meet, &c.

A Covenant to levy Fine, with a Render of an Estate for Years.

THIS Indenture made, &c. between B. C. and C. his wife, of the one part, and J. F. of the other part, witnesseth: That, for divers good causes and considerations, it is covenanted, granted, concluded and agreed, by and between the said parties to these presents, for them, their heirs, executors and administrators, that before the end of *Hilary* term next ensuing the date hereof, at the costs and charges of the said J. F. his executors and administrators, one fine with proclamations, in due form of law, shall be levied and acknowledged between the said parties to these presents, in manner and form following; of one messuage, &c. in and by which fine the said J. F. shall remise, release and quit-claim from the said J. F. and his heirs, unto the said B. C. and C. his wife, and the heirs of the said B. C. all his right, title, estate and interest, of, in and to the aforesaid, &c. with the appurtenances, from which remise, release and quit-claim the said B. C. and C. his wife, shall by the said fine tender the said messuage, &c. with the appurtenances, unto the said J. F. his executors, administrators and assigns, *To have and to hold* the same unto the said J. F. his executors, administrators and assigns, from the feast of *St. Michael the archangel* now last past, for and during and unto the full end and term of 21 years, from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly and every year, during the said term, unto the said B. C. and C. his wife, their executors, administrators and assigns, respectively, the yearly rent or sum of 8*l.* of lawful money of *Great Britain*, at the four most usual feasts in the year; that is to say, &c. or within 30 days next after any of the said feasts.

A Covenant to levy a Fine, with a Render of Rent.

THIS Indenture made, &c. between B. C. and C. his wife, of the one part, and C. B. of the other part, witnesseth: That, for divers good causes and considerations, it is covenanted, granted, concluded and agreed by and between the said parties to these presents, for them, their heirs, executors and administrators, that before the end of *Hilary* term next, at the costs and charges of the said C. B. his executors or administrators, one fine with proclamations, in due form of law, shall be levied and acknowledged, by and between the said parties to these presents, by the name of, &c. in and

by which said fine the said *C. B.* shall remise, release and quit-claim from the said *C. B.* and his heirs, unto the said *B. C.* and *C.* his wife, and the heirs of the said *B. C.* all his right, title, estate and interest, of, in and to the aforesaid messuages, &c. with the appurtenances, for which remise, release and quit-claim the said *B. C.* and *C.* his wife, shall, by the said fine, grant and render unto the said *C. B.* his executors, administrators and assigns, one annuity or yearly rent of 50*l.* of good and lawful money of *Great Britain*, to be issuing and going out of the aforesaid, &c. with the appurtenances; *To have, hold, receive and enjoy* the said annuity of 50*l. per annum*, and every part and parcel thereof, unto the said *C. B.* his executors, administrators and assigns, from the feast of, &c. next ensuing the date of these presents, until the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended, at the feast of *St. Michael the archangel*, and the *annunciation of the blessed Virgin Mary*, by even and equal portions, yearly to be paid during the term aforesaid. And if it shall happen the said yearly rent of 50*l.* or any part thereof to be behind or unpaid, in part or in all, by the space of 20 days after either of the said feast days or days of payment, being lawfully demanded, that then and from thenceforth it shall and may be lawful to and for the said *C. B.* his executors, administrators and assigns, into the said, &c. and every part and parcel thereof to enter and distrain: and the distress and distresses there to be found and taken, lawfully to lead, bear, drive and carry away, and the same to detain and keep, until he the said *C. B.* his executors, administrators and assigns, shall be fully paid and satisfied the said annuity or yearly rent, and all and every the arrears thereof, &c.

A Covenant to levy a Fine sur concessit for Years.

THIS Indenture made, &c. between *B. C.* and *C.* his wife, on the one part, and *C. B.* on the other part, witnesseth, That the said *B. C.* for divers good causes and considerations him hereunto moving, doth for himself, his heirs, executors and administrators, and for the said *C.* his wife, covenant and grant, to and with the said *C. B.* his executors and administrators, by these presents, that he the said *B. C.* and *C.* his wife, shall and will before the end of next *Hilary* term, levy one fine *sur concessit*, with proclamations in due form of law, before his Majesty's justices of the court of *Common Pleas* at *Westminster*, unto the said *C. B.* of all, &c. and the reversion and reversions, remainder and remainders of all and singular the premises, and and of every part and parcel thereof; and all rent and rents and yearly services, and other profits whatsoever reserved and payable upon every demise and demises, leases, grants and conveyances whatsoever made and granted of the premises, or any part or parcel thereof, by such name or names, quantity and quality of acres, as shall be thought meet and requisite; and shall thereby grant the said, &c. with the

and the appur-

appurtenances, unto the said *B. C.* To have and to hold the same unto the said *C. B.* his executors, administrators and assigns, from the feast, &c. next ensuing the date hereof, unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended, rendering therefore yearly unto the said *B. C.* and his heirs, the yearly rent of one pepper corn, at, &c. if the same shall be lawfully demanded.

A Covenant to levy a Fine and suffer a Recovery with double Voucher.

THIS Indenture made, between *D. E.* and *E.* his wife, of the first part, *J. F.* and *F. J.* of the second part, and *C. R.* of the third part, witnesseth: That it is mutually and, respectively covenanted and concluded by and between the said parties to these presents; and the said *D. E.* doth by these presents, for himself, his heirs, executors and administrators, and for the said *E.* his wife, covenant and agree to and with the said *C. R.* his heirs, executors and administrators, that he the said *D. E.* and *E.* his wife, shall and will, on this side and before the feast of, &c. now next ensuing, levy and acknowledge one fine *sur conuzance de droit come ceo*, &c. in due form of law, with proclamations to be had and made, according to the form of the statute in that case made and provided, before the justices of his Majesty's court of *Common Pleas* at *Westminster*, or before some other person or persons thereunto lawfully authorized, to the said *J. F.* and *F. J.* and the heirs of the said *J. F.* of all that the &c. by such name or names, quantities, quality and number of acres, and in such manner and form as by the said *C. R.* his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required, which said fine, so or in any other manner to be levied and acknowledged between the said parties, shall be, and shall be construed, reputed and taken to be, to and for the use of the said *J. F.* and *F. J.* and their heirs, To the only end, intent and purpose, that the said *J. F.* and *F. J.* shall and may stand and be full and perfect tenants of the freehold of the said, &c. with the appurtenances, and of every part thereof, whereof the said fine is agreed to be levied as aforesaid, until a perfect common recovery shall and may be lawfully had, suffered and executed, of the said, &c. against the said *J. F.* and *F. J.* and their heirs, according to the true intent and meaning of these presents, and the parties thereunto: and it is further covenanted, concluded and agreed by and between all the said parties to these presents, and every of them, for themselves, and their and every of their heirs, executors and assigns, that they the said *J. F.* and *F. J.* shall and will permit and suffer the said *C. B.* before the, &c. next ensuing the date hereof, by writ or writs of entry *sur disseizin en le post*, to be sued forth and obtained out of his Majesty's high court of *Chancery*, and returnable before his Majesty's justices of the court of *Common Pleas*, in the name of the said *C. R.*
demandant

demandant against the said *J. F.* and *F. J.* being tenants, to recover to him and his heirs, in due form of law, according to the course of common recoveries for assuring of lands, tenements and hereditaments against the said *J. F.* and *F. J.* and the survivor of them, then tenant or tenants of the premises, all and every the said, &c. with the appurtenances, by some name or names in the said writ and recovery to be mentioned; (or thus) by such name or names, and under such number and contents of acres, and in such manner and form as shall be advised by the counsel of the said *C. R.* unto which said writ of entry, so to be brought as aforesaid, the said *J. F.* and *F. J.* shall appear *gratis*; and then and there immediately after appearance and defence made, shall and will in the said action, vouch to warranty the said *D. E.* and *E.* his wife, who shall likewise appear *gratis*, and vouch to warranty the common vouchee, who shall also appear, imparle and make default, whereby a perfect judgment may be had and given against the said *J. F.* and *F. J.* and for the said *J. F.* and *F. J.* to recover against the said *D. E.* and *E.* his wife, and for the said *D. E.* and *E.* his wife, to recover in value against the common vouchee, so that a good and perfect recovery with double voucher may be had, and execution be had and made thereof, &c.

A Covenant to suffer a Recovery with double Voucher, the Tenant to the Præcipe being already made by Deed.

THIS Indenture made, &c. between *A. B.* of the first part, *B. A.* of the second part, and *D. E.* of the third part, witnesseth: That for divers good causes and considerations, it is covenanted, granted, concluded and agreed by and between all the said parties to these presents, in manner and form following; that the said *D. E.* shall, before the end of next *Hilary* term, purchase and sue forth, out of the high court of *Chancery*, one original writ of entry *sur disseisin en le post* against the said *B. A.* returnable before the justices of his Majesty's court of *Common Pleas* at *Westminster*, at a day certain in the said writ to be mentioned: and by the said writ shall demand against the said *B. A.* all that, &c. (setting forth the particulars, and where situate) by such names, qualities and number of acres, as by the said *D. E.* and his counsel learned in the law shall be devised, advised or required, unto which said writ the said *B. A.* shall appear *gratis*, and take upon him the tenancy of all and every the said, &c. and other the premises, with the appurtenances, and shall vouch to warranty the said *A. B.* who shall appear *gratis*, and vouch to warranty the common vouchee, who shall likewise appear *gratis* and enter into the warranty, and after imparlance make default in contempt of the court, so that judgment shall be given, that the said *J. F.* shall recover the said, &c. in the said writ to be contained against the said *B. A.* And that the said *B. A.* shall recover over in
value

value against the common vouchee, and that execution of the said recovery, so to be had, shall be made according to the form of common recoveries in such cases used and accustomed; and that the said *J. F. B. A.* and *A. B.* and every of them, shall and will do, execute, perform and suffer all and every such act and acts, thing and things whatsoever, as shall be necessary and expedient for the prosecution of the said recovery, and the execution thereof according to the form and order of common recoveries, with double voucher in such cases used.

A Deed to make a Tenant to the Præcipe in order to the suffering a common Recovery.

THIS Indenture tripartite, made the ——— day of ———, in the ——— year of the reign of our Sovereign Lord *George*, by the grace of God, of *Great Britain, France, and Ireland*, King, defender of the faith, &c. *anno Domini* —, between *I. A.* of *C.* in the county of *K.* Esq; and *M.* his wife. (who was one of the two daughters of *I. G.* late of *H.* in the county of *H.* gent. deceased) and *G. A.* of *C.* aforesaid, gent. son and heir apparent of the said *I. A.* and *M.* his wife, of the first part, *I. H.* of ——— inn, ———, gent. of the second part, and *E. A.* of ———, tobacconist, of the third part, witnesseth, that the said *I. A.* and *M.* his wife, and *G. A.* for the barring all estates tail and remainders over, of and in the messuages, lands, tenements and hereditaments herein after mentioned; and for and in consideration of the sum of *5s.* of lawful money of *Great Britain*, to them in hand paid by the said *I. H.* at or before the sealing and delivery of this present indenture (the receipt whereof they do hereby acknowledge) and for divers other good causes and considerations, them the said *I. A.* and *M.* his wife, and *G. A.* thereunto moving, have bargained and sold, and by these presents do bargain and sell unto the said *I. H.* his heirs and assigns, all those two messuages or tenements, yards, gardens or backsides, with the appurtenances, situate, standing and being in —, within the parish of, &c. in the county of *M.* in the several tenures or occupations of *W. K.* Esq; and *R. W.* and also all those two several messuages or tenements, with the yards, gardens or backsides, and the appurtenances, situate, standing and being in —, within the said parish of, &c. in the several tenures or occupations of *R. A.* Esq; and *T. F.* together with all ways, passages, easements, lights, profits, commodities, emoluments and advantages whatsoever, to the said four several messuages or tenements belonging, or in any wise appertaining. And also all that messuage or tenement, and the barns, stables, coach-houses, yards, gardens, orchards, and several pieces or parcels of arable, meadow and pasture lands to the same belonging, with the appur-

appurtenances, containing in the whole by estimation 25 acres more or less, situate, lying and being in *H.* and in the parishes of *B.* and *A.* in the county of *H.* in the tenure or occupation of *I. W.* his assigns or under-tenants, all which said premises were formerly the estate of the aforesaid *I. G.* gent. and the reversion and reversions, remainder and remainders of all and singular the aforesaid premises, with the appurtenances, and also all the estate and estates, right, title, interest, property, benefit, claim and demand whatsoever, of them the said *I. A.* and *M.* his wife, and *G. A.* and every of them, of, in or to the same premises, and every part and parcel thereof, to have and to hold the said several messuages, buildings, lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *I. H.* his heirs and assigns, to the use and behoof of him the said *I. H.* and his heirs, to the intent and purpose nevertheless, that the said *I. H.* may be perfect tenant of the freehold and inheritance of all and singular the aforesaid premises, with the appurtenances, until two several common recoveries may be had, perfected and executed thereof, as of *Easter* term next ensuing after the day of the date of these presents, in both which said common recoveries it is hereby agreed, that the said *E. A.* shall be demandant, and the said *I. H.* tenant, and the said *I. A.* and *M.* his wife, and the said *G. A.* shall be vouchers, and that they shall vouch over the common voucher, after the manner and course of common recoveries, for assurances of lands in such cases used. And it is hereby further covenanted, concluded, declared and fully agreed, by and between all the said parties to these presents, that the said two several common recoveries, so or in any other manner to be had and suffered as aforesaid, and all and every other recovery and recoveries of the aforesaid premises, with the appurtenances, between the said parties to these presents, shall enure and be, and shall be construed, deemed and taken to enure and to be to the several uses, intents and purposes herein after mentioned and declared (that is to say) to the use and behoof of the said *I. A.* and his assigns, during the joint lives of him and the said *M.* his wife. And if the said *M. A.* shall survive the the said *I. A.* then to the use and behoof of the said *E. A.* and his heirs, during the life of her the said *M. A.* upon trust, that he the said *E. A.* and his heirs, do and shall convey and assure the same premises, and every or any part thereof, to such person and persons, and for such intents and purposes as the the said *M. A.* by her self alone, during the life of her said husband, or after his death, by any writing or writings under her hand and seal, executed in the presence of two or more credible witnesses shall direct and appoint, and until such appointment in trust for the said *M. A.* and from and immediately after the decease of the said *M. A.* then to the only proper use and behoof of the said *G. A.* his heirs and assigns for ever. In witnesses, &c.

A Bargain and Sale to make a Tenant to the Præcipe.

THIS Indenture made the, &c. Between *A. B.* of the one part, and *B. A.* of the other part, witnesseth: That the said *A. B.* for and in consideration of 5*s.* of lawful money of *Great Britain*, to him in hand paid before the sealing and delivery hereof, by the said *B. A.* the receipt whereof the said *A. B.* doth acknowledge; and to the end and purpose that the said *B. A.* may become and be made a perfect tenant to a *præcipe*, against whom a common recovery may be had of the manor and lands hereafter mentioned, hath granted, bargained and sold, and by these presents doth for him and his heirs, grant, bargain and sell unto the said *B. A.* and his heirs, all, &c. To have and to hold the said, &c. and every part and parcel thereof unto him the said *B. A.* and his heirs for ever, to the only use and behoof of the said *B. A.* his heirs and assigns for ever.

A Covenant to suffer a Recovery with a Recital of the Bargain and Sale, whereby a Tenant to the Præcipe was made.

THIS Indenture made, &c. Between *A. B.* of the first part, *B. A.* of the second part, and *I. F.* of the third part; witnesseth: Whereas the said *A. B.* hath by his indenture of bargain and sale, bearing date the, &c. last past before the date hereof, for the consideration therein mentioned, granted, bargained and sold unto the said *B. A.* and his heirs, all that, &c. (recite to the end of the *habend.*) Which said bargain and sale was made to him the said *B. A.* and his heirs, to and for the only use, intent and purpose, that the said *B. A.* should be sole tenant of the premises to a *præcipe* against whom the recovery hereafter mentioned might be had in manner and form following: Now this indenture further witnesseth, and it is covenanted, concluded and agreed by and between all the said parties to these presents, for themselves respectively, and their heirs, that before the end of *Hilary* term next ensuing the date of these presents, there shall be, at the costs and charges of the said *I. F.* one recovery in the nature of a common recovery for lands, tenements and hereditaments in such cases used and accustomed, had and executed of the said, &c. in his Majesty's court of *Common Pleas* at *Westminster*, by and in the name of the said *I. F.* demandant against the said *B. A.* tenant of the said, &c. with the appurtenances, who shall vouch to warranty the said *A. B.* who being vouched shall appear *gratis*, and vouch to warranty the common vouchee, who shall appear *gratis*, and enter into the warranty, and afterwards make default, to the end that a perfect common recovery shall and may be had of the said, &c. with the appurtenances in all things according to the usual order and form of

common recoveries for assurance of lands, tenements and hereditaments, in such cases used and accustomed.

A Covenant to suffer a Recovery with double Voucher, by several Writs, of Lands in several Counties.

THIS Indenture made, &c. Between *A. B.* of the first part, *B. A.* of the second part, and *I. F.* of the third part, witnesseth ; That it is covenanted, granted and concluded, by and between the said parties to these presents, in manner and form following ; that is to say, that the said *B. A.* shall, before the end of the term of *St. Hilary* next ensuing the date hereof, suffer the said *I. F.* to pursue three of the King's Majesty's writs of entry, *sur disseisin en le post*, against the said *B. A.* before the justices of his Majesty's court of *Common Pleas* at *Westminster*, by one of which said writs of entry, the said *I. F.* shall demand against the said *B. A.* all that, &c. in the county of *S.* with the appurtenances, and by one other of the said writs, the said *I. F.* shall demand against the said *B. A.* one messuage, &c. with the appurtenances, lying and being in *A.* in the county of *S.* And by the third writ of entry the said *I. F.* shall demand against the said *B. A.* all that, &c. situate, lying and being in *D.* in the county of *C.* by which three several writs the said, &c. with the appurtenances in them respectively to be contained, shall be demanded as aforesaid, by such name and names, quantities, qualities and numbers of acres as by the said *I. F.* or his counsel learned in the law shall be thought fit, unto which said several writs the said *B. A.* shall appear *gratis* ; and after such appearance and defence by him made thereto, shall vouch to warranty the said *A. B.* who shall likewise appear *gratis*, and vouch over to warranty the common vouchee, who shall likewise appear *gratis*, and enter into the warranty, and after imparle and make default, whereupon the said *I. F.* shall have judgment to recover the said several, &c. before mentioned, against the said *B. A.* And that the said *B. A.* shall recover over in value against the said *A. B.* And that the said *A. B.* shall have judgment to recover over in value against the common vouchee. And it is likewise concluded and fully agreed by and between the said parties to these presents, that the said *B. A.* shall likewise suffer the said *I. F.* to pursue the King's Majesty's writ of right patent against the said *B. A.* to be returnable and returned before the mayor and sheriffs of the city of *London*, in the court of the hustings of the said city, by which writ of right the said *I. F.* shall demand against the said *B. A.* all those, &c. within the said city ; and at the day of the return of the said writ, the said *B. A.* shall appear thereunto, and, after defence made, shall vouch to warranty the said *A. B.* who shall likewise appear and enter into the warranty, and vouch to warranty the common vouchee

vouchee, who shall likewise appear, imparle and make default, and depart in contempt of the court, whereby the said *I. F.* shall have judgment according to the laws and customs of the said city, to recover the said, &c. against the said *B. A.* And for the said *B. A.* to recover in value against the said *A. B.* And for the said *A. B.* to recover in value against the common vouchee.

A Covenant to suffer a Recovery with single Voucher.

THIS Indenture made, &c. Between *R. C.* of the one part, and *C. R.* of the other part, witnesseth: That it is covenanted, granted, concluded and agreed, by and between the said parties to these presents, That the said *R. C.* shall, before the end of next *Hilary* term, purchase and sue forth against him the said *R. C.* at the proper costs and charges of the said *C. R.* one original writ of entry *sur disseisin en le poſt*, returnable before the justices of his Majesty's court of *Common Pleas* at *Westminster*; and shall thereby demand against the said *R. C.* all, &c. by such name or names, quantities and numbers of acres as the said *C. R.* or his counsel shall advise or require, unto which said writ to be purchased, the said *R. C.* shall appear *gratis*, and shall vouch to warranty the common vouchee, who shall likewise appear *gratis*, and enter into the warranty, and imparle and make default, that thereupon judgment may be given, that the said *C. R.* shall recover the said messuage, &c. with the appurtenances, against the said *R. C.* and that the said *R. C.* shall recover in value against the common vouchee, so that a perfect recovery may be thereupon had; and that the said parties to these presents, and the said common vouchee, shall at the costs and charges in the law of the said *C. R.* make, do, suffer and execute all and every matter and thing whatsoever, meet, necessary and convenient for the prosecution of the said recovery, according to the case of common recoveries with single voucher, &c.

Another more brief with single Voucher.

THIS Indenture, &c. Between *R. C.* of the one part, and *C. R.* of the other part, witnesseth: That it is covenanted, concluded and agreed by and between the said parties to these presents, for them and their heirs, that before the end of next *Hilary* term, there shall be at the only costs and charges of the said *C. R.* one recovery with single voucher, in the nature of common recoveries for lands, tenements and hereditaments in such cases used and accustomed, had and executed in his Majesty's court of *Common Pleas* at *Westminster*, of all that, &c. against the said *R. C.* tenant of the said, &c. with the appurtenances, who therein shall vouch to warranty the common

vouchee, who thereupon shall appear *gratis*, and enter into the warranty, and afterwards make default, to the end that one perfect recovery of the said, &c. shall and may be had and prosecuted, according to the usual order and form of recoveries for assurance of lands, tenements and hereditaments in such cases used and accustomed, &c.

A Covenant that Husband and Wife being Tenants for Life of the Wife, and he in Reversion, shall suffer a Recovery in London.

THIS Indenture made, &c. Between *D. E.* and *M.* his wife, and *E. D.* of the one part, and *J. F.* on the other part: Whereas the said *D. E.* and *M.* his wife, in right of the said *M.* do now hold and are lawfully intituled to hold and enjoy, for and during the natural life of the said *M.* all that, &c. the reversion whereof, and of every part thereof, from and after the decease of the said *M.* doth lawfully belong unto the said *E. D.* and the heirs of his body: Now this indenture witnesseth, that it is covenanted, granted, concluded and agreed, by and between the said parties, for themselves and their heirs, that the said *D. E.* and *M.* his wife, and the said *E. D.* shall before the feast of, &c. now next coming, permit and suffer the said *J. F.* in and by a writ of right patent, according to the custom of the city of *London*, in due form of law, with single or double voucher or vouchers, to recover against them the said *D. E.* and *M.* his wife, and the said *E. D.* the said, &c. with the appurtenances, in such manner and form, as by the counsel of the said *J. F.* learned in the law, shall be reasonably devised, advised or required, &c.

A Covenant to make a Tenant to the Præcipe, and suffer a Recovery with a double Voucher in London.

THIS Indenture made, &c. Between *D. E.* of the first part, and *F. J.* and *A. B.* of the second part, and *E. D.* and *J. F.* of the third part, witnesseth: That it is covenanted, granted, concluded and agreed, by and between all the said parties to these presents, and the said *D. E.* for himself, his heirs, executors and administrators, doth covenant and grant, to and with the said *F. J.* and *A. B.* and either of them, their and either of their heirs, executors and administrators, by these presents, that he the said *D. E.* shall and will, within one month next ensuing the date of these presents, make and execute, or cause to be made and executed, unto the said *F. J.* and *A. B.* a good, perfect and absolute estate in the law in fee-simple, of and in all, &c. lying and being in, &c. *London*. And also of and

in the reversion and reversions of all and singular the premises, to the end, intent and purposes, that the said *F. J.* and *A. B.* and their heirs, may stand and be seized of the premises, and become perfect tenants of the freehold thereof, so that within one month next after executing and making of the said estate to them the said *J. F.* and *A. B.* as aforesaid, the said *E. D.* and *J. F.* or the survivor of them, shall and may bring and pursue his Majesty's writ of right patent, out of the high court of *Chancery*, against the said *F. J.* and *A. B.* or the survivor of them, to be directed to the mayor and sheriffs of the city of *London*, by which writ of right patent, the said *E. D.* and *J. F.* or the survivor of them, in the *Guild-hall* of the said city, before the said mayor and sheriffs, in the court of hustings, according to the custom of the said city, shall demand against the said *F. J.* and *A. B.* or the survivor of them, the said, &c. and all and singular other the premises, with the appurtenances, by such names or quantities as shall be reasonably devised or advised by the counsel of the said *E. D.* and *J. F.* or the survivor of them, unto which said writ the said *F. J.* and *A. B.* or the survivor of them, shall appear *gratis*, and, after declaration and defence made thereupon, shall vouch to warranty the said *D. E.* who shall appear *gratis*, and enter into the warranty, and vouch over to warranty the common vouchee, who shall appear *gratis*, and imparle, and after make default in contempt of the court, whereby judgment shall be given in the said writ for the said *E. D.* and *J. F.* the said *F. J.* and *A. B.* and for the said *E. D.* and *J. F.* to recover over in value against the *D. E.* And for the said *D. E.* to recover over in value against the common vouchee, and execution thereof shall be had and sued in such sort, that a perfect recovery with double vouchers shall be had and duly executed of all and singular the premises, &c.

To suffer a Recovery in a Court Baron.

THIS Indenture made, &c. Between *D. E.* of the one part, and *E. D.* of the other part, witnesseth: That it is covenanted, granted, concluded and agreed, by and between the parties to these presents, That the said *D. E.* before the, &c. next ensuing the date hereof, shall permit and suffer the said *E. D.* to affirm and pursue against the said *D. E.* in the court baron of the manor of *R.* in the county of *S.* one plaint in the nature of a writ of entry *sur disseisin en le poest*, of all and singular, &c. with the appurtenances, situate, lying and being within the said manor of *R.* which said messuage the said *D. E.* lately had in remainder of the surrender of *A. C.* his father, by the name of (*as in the copy*) as by the court-roll of the general court of the said manor, holden at *A.* on the 10th day, &c. last past before the date hereof, amongst other things it doth more fully appear: And that the said plaint shall be affirmed, entred and pursued
of

of all and every the premises, with the appurtenances in *R.* within the jurisdiction of the court of the said manor of *A.* To and upon which plaint to be entred and affirmed as aforesaid, he the said *D. E.* shall appear in his own proper person, or by his attorney lawfully authorized in that behalf, and shall make his defence thereunto, according to law, and vouch to warranty, of and for the said premises, one *B. A.* who shall appear and enter into the warranty, and after make default according to the manner and form of common recoveries or writs of entry *sur disseisin en le pozt*, whereby the said *E. D.* shall have judgment to recover the said messuage, &c. against the said *D. E.* and the said *D. E.* to recover over in value against the said *B. A.* according to the manner and form of common recoveries for lands and tenements; which said recovery the said *D. E.* shall suffer to be executed by precept or warrant out of the said court in the nature of a writ of *habere facias seisinam*, according to the order and form of the common law. And it is further covenanted, granted, concluded and agreed, by and between the said parties, that the said recovery, and the estate of the premises to be had, obtained and recovered thereby, or by reason thereof, shall be to the use of the said *E. D.* his heirs and assigns for ever, according to the custom of the said manor, and to no other use, intent or purpose whatsoever. In witness, &c.

Of Limitations of Estates.

A Limitation to several Sons for their Lives.

AND it is covenanted, granted, concluded, condescended, and fully agreed, by and between all the said parties to these presents, for themselves and their heirs respectively, That the said fine or fines, recovery or recoveries, conveyances and assurances to be had, made and executed according to the purport and true meaning of these presents, of and in the said manors, lands, tenements, hereditaments and premises, and every of them, and the execution thereof, shall be, and for ever shall be adjudged, deemed and taken to be; and also that the said *J. F.* and *F. J.* and their heirs, and the survivor of them and his heirs, shall stand and be seized of and in all and singular the manors, &c. and premises, and of and in every part and parcel thereof with the appurtenances, to and for the several and only uses, behoofs, intents and purposes, and upon and under the limitations, provisoes, conditions and agreements hereafter mentioned, (that is to say) of, in and to all the capital messuage, &c. with the appurtenances, being parcel of the premises, commonly called or known by the name of, &c. situate, &c. now or late in the tenure or occupation of, &c. and of, in and to all and singular the houses, edifices,

fices, buildings, lands, meadows, pastures, feedings and hereditaments whatsoever, with the appurtenances to the said capital messuage or tenement belonging or appertaining, or therewith now or heretofore used, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, and the reversion and reversions, remainder and remainders thereof, to the use of the said *A. C.* son and heir of the said *R. C.* and of *B. C.* wife of the said *A. C.* for and during the term of their natural lives, and of the life of the longer liver of them, without impeachment of waste, during the natural life of the said *A. C.* And from and after, &c. to *D. C.* second son of the said *R. C.*

A Limitation to the Use of the Husband for Life, and after to the Wife for a Jointure.

TO the use of the said *R. C.* for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste.—*Or thus:*—Without impeachment of waste, only in and for the woods, under-woods and timber trees, standing, growing or being, or which at any time hereafter shall stand, grow or be, in or upon the premises before mentioned, or any part or parcel thereof: and from and after the decease of the said *R. C.* then to the use and behoof of the said *B.* his wife, for and during the term of her natural life, in name of her jointure, and in full recompence and satisfaction of her dower, which she the said *B.* should or ought to have in or out of the lands, tenements or hereditaments of the said *R. C.* in case she shall happen to survive the said *R. C.*—*Or thus:* In full recompence of her dower and title of dower to or out of all the manor, &c. whereof the said *R. C.* now hath or hereafter shall have during the coverture between him and the said *B.* any estate of inheritance.

A Limitation of an Estate for Years, determinable upon a Life.

TO the use of the said *C. D.* for the term of his natural life; And from and after his decease to the use and behoof of the said *S. D.* one of the younger sons of the said *C. D.* for the term of fifty years, to commence immediately from and after the decease of the said *C. D.* if he the said *S. D.* shall and do so long live, and from and after the end and determination of the said estate or interest before limited to the said *S. D.* Then to the use of, &c. (*if the use be but of part, then say*) To the use of the said *C. D.* for the term of his natural life, and from and after his decease, as to, &c. being parcel of the premises before limited to the said *C. D.* for the term of his life, to the use and behoof of the said *S. D.* one of the younger sons of the said *C. D.* for the term of fifty years, to commence immediately

mediately from and after the decease of the said *C. D.* if he the said *S. D.* shall and do so long live; and from and after the end and determination of the said estate or interest before limited to the said *S. D.* then to the use of, &c. And as for, touching and concerning the remainder of the premises before limited to the said *C. D.* for the term of his life, being, &c. (*set down the particulars*) to the use and behoof of *B. C.* for the term of one and twenty years, to commence immediately from and after the end and determination of the said estate or interest limited to the said *B. C.* to the use, &c.

Limitations in Tail to the Brothers of the Feoffor.

TO the use and behoof of the said *F. C.* and of the heirs male of his body lawfully begotten and to be begotten; and for default of such issue, then to the use and behoof of *A. C.* brother of the said *F. C.* and of the heirs male of his body lawfully begotten and to be begotten: And for default of such issue, then to the use and behoof of *B. C.* one other of the brothers of the said *F. C.* and of the heirs male of his body lawfully begotten and to be begotten: And for default of such issue, then to the use and behoof of *C. C.* one other of the brothers of the said *F. C.* and of the heirs male of the body of the said *C. C.* lawfully begotten and to be begotten: And for default of such issue, then to the use and behoof of the right heirs of the said *F. C.* for ever;

A Limitation of a Use in Fee determinable upon a Marriage.

TO the use of the said *F. G.* and his heirs, until the said marriage intended shall be had and solemnized between him and the said *B. C.* And from and after the marriage had and solemnized between him the said *F. G.* and the said *B. C.* Then to the use of the said *F.* and *B.* for and during the term of their natural lives, and the natural life of the longer liver of them, and, from and after their decease, to the use of the heirs of the bodies of the said *F.* and *B.* between them two lawfully begotten; and for lack of such issue, to the use of the right heirs of the said *F. C.* for ever.

A Limitation of Uses, and Directions for disposing of Profits during the Heir's Minority.

TO the use and behoof of the said *R. C.* for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the decease of the said *R. C.* and during the time that the said *A. C.* son and now heir apparent of the said

said *R. C.* or any other being heir apparent of the said *R. C.* shall be under the age of one and twenty years, and until some heir of the said *R. C.* shall accomplish the age of one and twenty years; to the use of the said *J. F.* and *F. J.* (the cognizees or feoffees) and the survivor of them; and of the heirs of the survivor of them, to the intent and purpose, that the said *J. F.* and *F. J.* and the survivor of them, shall and may take, perceive, levy, possess, and enjoy the rents, issues, profits, revenues, commodities and emoluments of all and singular the said messuages, lands, tenements, and other the premises, with the appurtenances; and them to employ during such minority or minorities as aforesaid, for and towards the performance, payment and satisfaction of all the bequests and legacies to be mentioned in the last will and testament of the said *R. C.* according to the tenor, purport and true meaning of the said *R. C.* in and by his said last will and testament, to be declared; and to the end, intent and purpose, that the said *J. F.* and *F. J.* or the survivor of them, and the heirs of the survivor of them, shall and may likewise with the rents, &c. coming, growing and arising, of and out of all and singular the said messuages, tenements, lands and premises, bestow and disburse, from time to time, the necessary and competent charges in the law and otherwise, for the defence and maintenance of the title and possession of all and singular the premises, and of every or any part thereof; and for the reparation and preservation of the edifices and buildings in and upon all and every the premises, or any part thereof, meet and fit to be disbursed and expended until some heir of the said *R. C.* shall have accomplished the age of one and twenty years; and for the surplusage that shall be and remain of all or any of the said rents, issues, profits, revenues and commodities over and above the said legacies, disbursements and expences, so to be devised and made as aforesaid; that the same shall and may remain and come to the use, profit and benefit of the said *A. C.* or any other heir of the said *R. C.* that shall accomplish the full age of twenty one years; and after the said *A. C.* or other heir of the said *R. C.* shall have accomplished the said age of one and twenty years, that then the said *J. F.* and *F. J.* and their heirs, and the heirs of the survivor of them, shall stand and be seized of and in all and singular the said messuage, &c. to the use of the said *A. C.* or such other heirs of the said *R. C.* as shall so accomplish the said age, and of the heirs male of the body of the said *A. C.* or such other heir, and, for want of such issue, to the use and behoof of the right heirs of the said *R. C.* for ever.

A Limitation after an Estate for Life determined, to the Use of the Feoffee for sixteen Years, for assuring the Payment of Portions to younger Children.

TO the use and behoof of the said *F. G.* for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the decease of the said *F. G.* then to the use and behoof of the said *J. F.* and *F. J.* (cognizees or feoffees) their executors, administrators and assigns, for and during the term of sixteen years, to commence immediately from and after the decease of the said *F. G.* upon the trust and confidence hereafter mentioned; and from and after the death of the said *F. G.* and determination of the said term or interest, to the use and behoof of *A. G.* eldest son and heir apparent of the said *F. G.* and of the heirs of the body of the said *A. G.* lawfully begotten; and, for default of such issue, to the use and behoof of the right heirs of the said *F. G.* for ever. And it is further by these presents covenanted, concluded and declared by and between all the said parties to these presents; and the intent and meaning of those presents, and of the parties hereunto is, that all and every the younger sons, and all and every the daughters of the said *F. G.* which he shall have at the time of his decease, and shall leave unadvanced and unpreferred by the said *F. G.* shall have and receive every of them 500*l.* a-piece of lawful money of *Great Britain*, so that it exceed not the sum of 2000*l.* in the whole. And if the same exceed the said sum of 2000*l.* in the whole, then every of the said sons and daughters to have a proportionable part of the said sum of 2000*l.* which is to be paid share and share alike equally to be divided between them; and that the said several sums of 500*l.* a-piece, or sum of 2000*l.* (which of them shall become payable, by the intent and true meaning of these presents) shall be all paid to the sons and daughters respectively within four years next after the decease of the said *F. G.* by such person or persons which for the time being shall have the next and immediate inheritance of the premises, depending and expectant upon the determination of the said term of sixteen years, limited to the said *J. F.* and *F. J.* And that until default shall be made of any of the said payments, which, by the intent and true meaning of these presents, are and ought to be made as aforesaid, to all and every the said children, they the said *J. F.* and *F. G.* their executors, administrators and assigns (according to the trust aforesaid in them and every of them reposed) shall permit and suffer the said person and persons, which, for the time being, shall have the next immediate inheritance of the premises, from and after the determination of the said term of sixteen years as aforesaid, quietly

quietly and peaceably, from and after the decease of the said *F. G.* to have and keep possession of all and every the before mentioned premises, and to receive and take the rents, issues and profits thereof; and that in default of payment of the said sum or sums, or any part thereof, it is meant and intended by all and every the parties to these presents, that the said *J. F.* and *F. J.* and the survivor of them, their or his executors, administrators or assigns, shall enter and take the possession of the premises, and of every part and parcel thereof, according to the limitation herein before expressed; and the rents, issues and profits thereof, shall employ and convert wholly for and towards the payment of the said several sums of 500*l.* a-piece to the said younger sons and daughters, or the sum of 2000 *l.* to be equally divided between them (which of them shall become payable according to the true intent of these presents, together with the interest for all and every such sum or sums, after the rate of 5 *l.* per cent. for every year that the same shall be unpaid, to be accounted from the end of the four years before mentioned) for the forbearance of the said sums or sum, or such part thereof as shall be unpaid as aforesaid; and it is likewise meant, intended and agreed, that after the said sums or sum of money, with interest for the forbearance thereof, shall be fully and truly paid unto the said younger sons and daughters, they the said *J. F.* and *F. J.* their executors, administrators and assigns, shall yield and deliver up the premises, and all their estate, and interest therein to such person and persons to whom the same, next and immediately after the expiration of the said term, by the true intent and meaning of these presents shall appertain, pursuant to the trust in them and every of them, herein and hereby reposed.

A Limitation of an Use, to such Persons to whom Cestuy que Use for Life shall demise the Premises.

TO the use of the said *F. G.* for and during the term of his natural life, and from and after the decease of the said *F. G.* as to such part of the premises as shall be by the said *F. G.* by any deed or deeds by him duly executed during his life, demised or leased to any person or persons whatsoever, for and during the term of 21 years or under, or for and during the term of one, two or three lives; to the use of such farmers or tenants respectively, for and during their said several and respective terms and interests, under the reservations, covenants, provisoes and conditions in such demise or lease, demises or leases, to be contained; and from and after the end and determination of the said several terms and interests, as the same shall severally and respectively end and determine, to the use and behoof of the heirs of the body of the said *F. G.* and for want of such issue, to the use and behoof of the right heirs of the said *F. G.* for ever;

and as to such part of the premises as shall not be so demised or leased by the said *F. G.* at the time of his death, to the use and behoof of the heirs of the body of the said *F. G.* and, for want of such issue, to the use and behoof of the right heirs of the said *F. G.* for ever.

In Trust for Maintenance till Portions shall be paid:

AND upon further trust and confidence, and to the end, intent and purpose, that the said *J. F.* and *F. J.* and the survivor of them, their and his executors and assigns, shall and may out of the rents, issues and profits of the said lands, &c. so to them limited for the raising of portions as aforesaid, with all and every the appurtenances, levy and pay, or cause to be levied and paid, to and for the maintenance of such daughter or daughters as aforesaid. If there be but one daughter the sum of 30 *l. per ann.* and if there be two or more daughters, the sum of 20 *l. per ann.* a-piece, until such daughter or daughters respectively shall attain to her or their age of 18 years, or shall be married, and her or their portions be paid as aforesaid.

How to dispose of Portions, if the Daughters die.

AND upon this further trust and confidence, and to the intent and purpose, that if it shall happen the said *F. G.* to die, having one only daughter of his body, on the body of the said *B.* begotten, then living or afterwards to be born as aforesaid, and that the said only daughter shall happen to depart this life, before she shall accomplish the age of 18 years, or be married, or if there happen to be two or more daughters of the body of the said *F. G.* on the body of the said *B.* begotten then living; then if both or all the said daughters shall happen to die or depart this life, before either or any of them accomplish their several ages of 18 years, or be married as aforesaid, that then the several sum or sums of money intended for their portions, and advancement of such daughter or daughters as aforesaid, or so much thereof as shall be raised or levied out of the rents, issues and profits of all or any the premises, (all charges and expences defrayed, wherein a full and liberal allowance shall be made and given) shall be satisfied and paid to such person or persons, as the said *F. G.* by any writing under his hand and seal, subscribed by two or more credible witnesses, or by his last will and testament to be subscribed as aforesaid, shall limit and appoint. And in default of any such limitation or appointment, to the executors or administrators of the said *F. G.*

Several Forms of expressing the Considerations of a Conveyance on settling Estates.

For the Consideration of Money, Part paid, and Part secured.

WItneffeth, That the said *D. E.* as well for and in consideration of the sum of 2000 *l.* of lawful money of *Great Britain* to him in hand paid, before the ensealing and delivery hereof by the said *E. D.* the receipt whereof the said *D. E.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth acquit and discharge the said *E. D.* his heirs, executors and administrators, by these presents; as also for and in consideration of the sum of 2000 *l.* more of like lawful money of *Great Britain*, by the said *E. D.* secured to be paid unto the said *D. E.* his executors and administrators, in manner and form following, that is to say, the sum of 500 *l.* part thereof on the 10th day of *December* next ensuing, and the sum of 1000 *l.* on the 10th day of *February* next ensuing the date hereof, and the sum of 500 *l.* residue thereof, on or before the 10th day of *March* next ensuing the date of these presents.

For the Consideration of barring an Estate Tail.

WHereas the said *D. E.* at the ensealing and delivery of these presents, is and standeth seized of an estate tail to him and the heirs male of his body, with divers remainders over, of and in all, &c. hereafter in these presents mentioned. Now this indenture witnesseth, that for and in consideration of the barring of the said estate tail, and all the remainders thereupon depending, and for the settling of an absolute estate of inheritance in fee-simple, in the said *D. E.* whereby he may be enabled to make a good and perfect assurance to such person or persons, and their heirs, as have agreed, or hereafter shall agree with him the said *D. E.* to purchase the said, &c. (*A covenant that D. E. shall suffer a recovery.*)

For the Consideration of Love and Affection, and Preferment of Children.

WItneffeth, That the said *D. E.* in consideration of the natural love and affection which he beareth unto *A. E.* his son and heir apparent, and for his advancement and present maintenance, and to the end that the daughters of the said *D. E.* may have convenient portions to maintain and prefer them in marriage, and for the establishing of the manors, lands, tenements and hereditaments hereafter

after mentioned, to such uses, intents and purposes as are hereafter limited and appointed; and for other good causes and considerations, &c. *Or thus*:—In consideration of the great love and natural affection which he the said *D. E.* beareth unto *A. E.* his son and heir apparent of the said *D. E.* and to the heirs male of the body of the said *A. E.* and to the end, intent and purpose, that the manors, lands, tenements and hereditaments hereafter mentioned, shall and may, continue in the stock, blood and kindred of the said *D. E.* &c. *Or thus*:—As well for the advancement and preferment of the heirs male of the body of the said *D. E.* lawfully to be begotten, and for the better advancement and preferment of *A. B. C. D.* and *E. F.* the natural brothers of the said *D. E.* And to the end that the manors, &c. hereafter mentioned, may continue in the names, blood and kindred of the said *D. E.* so long as it shall please God, as also for divers other good causes and considerations, &c.

For the Consideration of Want of Issue, and Continuance of the Estate in the Name.

WItneffeth, That for divers good causes and considerations him the said *D. E.* hereunto moving, and especially for that the said *D. E.* and *A.* his wife, have been married these many years, and have had no issue of their bodies; and to the end, that in case the said *D. E.* should die without issue of his body lawfully begotten, the capital messuage, &c. hereafter mentioned, shall and may, so long as it shall please God, remain and continue in the blood and stock, and kindred of the said *D. E.* And for the natural love which he beareth unto, &c. and for divers other good causes and considerations, &c.

In Consideration of a Marriage, and of the Marriage Portion.

WHereas there is a marriage by the grace of God to be shortly had and solemnized between the said *A. C.* son and heir apparent of the said *R. C.* and *B. A.* daughter of the said *F. A.* Now this indenture witneffeth, That the said *R. C.* in consideration of the said marriage, and of the sum of 3000*l.* of good and lawful money of *Great Britain*, to him in hand paid as the marriage-portion of the said *B. A.* by the said *F. A.* her father, and for the natural love and affection which the said *R. C.* beareth unto the said *A. C.* and to the end, intent and purpose, that a competent jointure may be had and made unto the said *B. A.* for the better maintenance, livelihood and advancement of the said *B. A.* in case she shall happen to survive and outlive the said *A. C.* And in full recompence and satisfaction of all the dower which she the said *B. A.* by or after the death of the said *A. C.* should

should or ought to have in any the manors, lands, tenements or hereditaments, whereof the said *A. C.* shall, during the coverture between him and the said *B. A.* be seized of any estate of inheritance; and for the advancement of the name and blood of the said *A. C.* and for and towards a provision of maintenance to and for the said *A. C.* and *B. A.* during the natural lives of the said *A. C.* and *B. A.* &c.

In Consideration of a Marriage and former Agreements.

Witnesseth, That in consideration of a marriage heretofore had, between the said *D. E.* and *A. E.* his wife, and of the good will and affection which the said *D. E.* beareth unto the said *D. E.* his son, and for the true performance of such promises and agreements, had and made by the said *D. E.* upon the marriage between the said *D. E.* and the said *A. E.* had as aforesaid, and for a jointure, &c. and to the end, intent and purpose, that the lands, tenements and hereditaments of the said *D. E.* hereafter mentioned, may come and continue to and in the issue of the said *D. E.* and *A.* his said wife, in such sort and manner as hereafter is in these presents expressed, mentioned and declared, and for other good causes, &c.

In Consideration of being indebted.

Whereas the said *D. E.* is now lawfully seized in his demesne as of fee, of and in all that, &c. with the appurtenances, situate, lying and being, &c. of the yearly value of 500 *l.* of lawful money of *Great Britain*: And whereas the said *D. E.* is indebted, and doth owe unto divers persons several sums of money, amounting in the whole to 2000 *l.* of like money, being particularly mentioned in a schedule hereunto annexed, which sums the said *D. E.* is not at present able to pay, and yet being minded and intending to make payment thereof, with all convenient speed, in consideration thereof, and forasmuch as the said *J. F.* hath undertaken out of the rents, issues and profits of the said, &c. to pay and satisfy the debts owing by the said *D. E.* rateably to his creditors, according to their several debts, as the same shall be yearly raised out of the said yearly rents, issues and profits. Now this indenture witnesseth, &c.

A Proviso that the Estate shall be void in Default of Payment of the Purchase Money at the Days limited.

PROVIDED nevertheless, and upon this condition, That if the said *J. F.* his heirs, executors or administrators, shall not or do not well and truly pay or cause to be paid unto the said *R. C.* his executors, administrators or assigns, or some or one of them, the said sum of 500*l.* of lawful money of *Great Britain*, being the remainder or residue of the said sum of 1500*l.* before specified on the several days of payment hereafter mentioned, and in manner and form following, *viz.* the sum of 100*l.* of lawful money of *Great Britain*, on or before the 10th day of *December*, next ensuing the date of these presents, and the sum of 200*l.* of like money, on or upon the 10th day of *June*, which shall be in the year of our Lord ———, and the further sum of 200*l.* on or before the, &c. being the residue of the said sum of 500*l.* that then and from thenceforth this present deed of bargain and sale, and every matter and thing therein contained, shall be void and of none effect; and that then and from thenceforth it shall and may be lawful to and for the said *R. C.* his heirs or assigns, into the said premises, with the appurtenances, to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their former estate, any thing herein contained to the contrary notwithstanding.

A Proviso that an Estate shall be void on discharging of a Surety.

PROVIDED always and upon condition, That if the said *R. C.* his executors or administrators, shall and do well and truly content, satisfy and pay, or cause to be contented, satisfied and paid, all and every such sum and sums of money which the said *C. R.* as surety, and together with and for the said *R. C.* is and standeth bound to pay to any person or persons whatsoever, either by obligation, bill, specialty, promise or otherwise howsoever, according to the intent and true meaning of such specialties and engagements; and shall and do at all times hereafter well and sufficiently discharge and save and keep harmless and indemnified the said *C. R.* his executors and administrators, and his and their bodies, goods, chattels, lands and tenements, and every of them, of and from the said suretyship, that then and from thenceforth this present deed, and every matter and thing therein contained, shall be void and of none effect. And that then and from thenceforth it shall and may be lawful to and for the said *R. C.* his heirs or assigns, into the said premises, with the appurtenances, wholly to re-enter, and the same to have again, repossess and enjoy, as in his or their former estate, any thing herein to the contrary notwithstanding.

A Proviso to make void the Use limited to the Wife, if she go about to depart with her Estate,

PROvided always nevertheless, and it is agreed by and between the said parties, that if it shall fortune that the said *R. C.* shall at any time hereafter, during the life of the said *A. C.* be fully resolved and determined jointly with the said *A. C.* or otherwise by any means, directly or indirectly, to levy any fine, or suffer any recovery, or do or assent to do any act or thing by matter of record or otherwise, whereby the estate before limited, of and in the premises, to her the said *R. C.* for term of life, or any lesser estate derived out of her said estate, of and in the said capital messuage, or any part or parcel thereof, shall or may pass or be altered, taken away, charged, incumbered or divested out of or from the said *R. C.* and shall attempt to go about to put in use any such perfect and full resolution and determination, that then and immediately after such attempt or going about, the said use and estate for life, of and in the premises before limited and appointed to the said *R. C.* as touching all the said premises, or such part or parcel thereof, touching which such attempt or going about shall be had or made, shall cease and be void as touching and concerning the said *R. C.* And that then and from thenceforth the said fine and recovery, conveyance and conveyances to be had and made to the said *J. F.* and *F. J.* and to their heirs, or to the heirs of the survivor of them, after the said estate for life so limited and appointed to the said *R. C.* ended and determined, shall be, and the said *J. F.* and *F. J.* and their heirs, and the heirs of either of them shall stand and be seized of and in all the said premises, or such part or parcel thereof, touching which such attempt or going about shall be had or made, to the use and behoof of *C. C.* son and heir apparent of the said *A. C.* and *D. C.* second son of the said *A. C.* and their heirs, for and during the natural life of the said *R. C.* to the end, intent and purpose that they the said *C. C.* and *D. C.* and the survivor of them, or the heirs of the survivor of them, after the decease of the said *A. C.* (in case the said *R. C.* shall happen to over-live the said *A. C.*) shall or may grant over their estates to the said *R. C.* in the premises, within two months after the decease of the said *A. C.* And that after the decease of the said *A. C.* and the said *R. C.* then the said fine and recovery and other assurances shall be and remain as to the said messuage, &c. to the uses and behoofs before in and by these presents limited and appointed, to begin and take place after the decease of the said *A. C.* and *R.* his wife.

A Proviso for preserving the Estate to Children, en Ventre sa Mere.

PROvided always, and it is fully concluded, condescended unto, granted and agreed, by and between all the said parties to these presents, for them and every of them, and for their and every of their heirs, and the true intent and meaning of these presents is, notwithstanding any limitation of the use and uses aforesaid, that if it shall hereafter happen the said J. F. C. F. B. F. E. F. and D. F. sons of the said R. F. or any of them, or any of the issues male of the several bodies of them, or any of them, inheritable, or which shall be inheritable of or to the premises before mentioned, by force of these presents, and of the uses before limited and expressed, or of or to any part or parcel thereof, to die and depart this life, the wife of them or any them being with child, or conceived with child, at or before the time of his or their death, or with any such son or sons, or issue male, as by the true intent and meaning of these presents, or of or any the limitations or declarations of the use or uses aforesaid, should or ought, after the decease of his or their father, to have had any estate or use of or in the premises, or any part thereof, if such son or sons or issue male had been born in the life-time of his or their father, that then, and from and after the birth of every such son or sons or issue male, the said several fines and recoveries, &c. covenanted or mentioned to be had, levied, acknowledged or suffered of the said premises as aforesaid, shall be, and shall be adjudged, construed and taken to be; and also that they the said R. C. and C. R. (the recoverors, conuzers or feoffees) and their heirs, and the heirs of the survivor of them, shall stand, continue and be seized of all and singular the, &c. whereof or wherein every or any such son or sons or issue male, so to be born, should or ought by the true intent and meaning of the limitations or declarations of the use and uses aforesaid, or any of them, after the death of his or their father, to have had any estate or use in the same; if such son or sons or issue male had been born in the life-time of his or their said father to and for the use of every such son or sons or issue male so to be born as aforesaid: and that of and under every such estate, degree, order, course, quality, condition and limitation in all and every respect, and to all intents and purposes, as if every such son or sons or issues male had been born in the life-time or lives of his or their said father, and with such remainders and limitations over in use as is before in or by these presents expressed.

A Proviso that the Husband, being Tenant for Life, may make a Jointure to any other Wife, if the present should die.

PROVIDED always, and it is concluded and agreed, by and between the said parties to these presents, for them and their heirs, that if the said *F. G.* (having an estate for life with remainders over) shall happen to over-live the said *E. C.* his now wife, and do after intend to marry again, that then and from thenceforth it shall and may be lawful to and for the said *F. G.* at all times during his natural life, to assign, limit and appoint such and so much of the said lands, &c. with the appurtenances, as he the said *F. G.* shall think fit (so that the same exceed not, in the whole clear yearly value, the sum of 200*l.*) to and for the use of any woman who shall fortune to be his lawful wife at the time of his decease, for and during the term of the natural life of such wife, for and in the name of her jointure, and that from and after such use and limitation or appointment so to be made to or for any such wife, all and every the said assurances and conveyances of the premises aforesaid, so to be had, made and executed as is aforesaid, concerning such and so much thereof only, whereof any such appointment or limitation, by virtue of this proviso, shall be so had or made, shall be and enure, and the said *J. F.* and *F. J.* conuzees or feoffees) and their heirs, and the survivor and survivors of them, and his and their heirs, shall stand and be seized thereof to the use of such wife, for and during the term of her natural life, according to the true intent and meaning of such limitation and appointment, any thing in these presents contained to the contrary thereof in any wise notwithstanding. And after such use or estate ended or determined, then to the use of every such person or persons, and in such manner and form, and with such remainders over, uses and limitations, and under all and every such conditions and provisos, as the same should have been, if no such limitation or appointment had been made.—*Or thus:* And after the end or determination of such estate, to the use of such person or persons to whom the same ought to remain by the true intent and meaning of these presents.

A Proviso for a Tenant for Life to make a Jointure, if he should marry.

PROVIDED always, and it is hereby declared and agreed by and between all and every the parties to these presents; And the true intent and meaning of them and these presents is, that for the better advancement and preferment in marriage of the said *F. G.* it shall and may be lawful for the said *F. G.* at any time or times during the term of his natural life, by indenture or by any deed or

deeds, writing or writings to be by him the said *F. G.* sealed and subscribed, in the presence of two or more credible witnesses, to declare, limit or appoint all or any the said manors, &c. with the appurtenances, to or for the jointure of any wife or wives with whom the said *F. G.* shall hereafter intermarry, for the life or lives of such wife or wives, or for any number of years determinable upon her or their life or lives, the same to take effect from and after the death of the said *F. G.* and then and so often, and from thenceforth the said recovery and recoveries shall be and enure, and the recoveror and recoverors therein named, his and their heirs, of and in the said manors, &c. or of or in so much thereof, of, for or concerning which such indenture, deed or deeds, writing or writings shall be made by the said *F. G.* as aforesaid, for the jointure of such wife or wives, shall stand and be seized to the use of such wife or wives, for and during the life of such wife or wives, according to the intent and meaning of the said indenture, deed, or writing, and according to the true intent and meaning of these presents. And after, &c.

Another to settle a Rent for a Jointure.

PROvided always, and it is the true intent and meaning of these presents, and of all and every the parties hereunto, that it shall and may be lawful to and for the said *F. G.* by writing or writings, sealed with his seal, and subscribed by him, and duly executed in the presence of three witnesses at the least, to give, grant, limit or appoint, to or for the use of every or any woman that is or shall be hereafter his lawful wife, one annual or yearly rent, not exceeding the sum of 200*l.* to be issuing and going out of the said manor, lands, &c. or any part of them, or either of them so to be conveyed and assured as aforesaid, to have and to hold the said annual or yearly rent to any or every such woman for the term of her natural life, for and in the name of her jointure, the same to be paid at the feast of, &c. yearly, by even and equal portions; the first payment thereof to begin at such of the said feasts as shall next happen after the decease of the said *F. G.* and that then and from thenceforth, the said fine or fines shall be and enure, and the said *I. F.* and *F. I.* and their heirs, shall stand and be seized of and in the said, &c. so to be charged as aforesaid, to the use, intent and purpose as aforesaid. And that every such wife or wives, to whom or to whose use any such grant or limitation should be made, and her assigns, shall and may from time to time, for non-payment of the said rent, enter into and upon the said lands and tenements so to be charged for the same rent and arrearages thereof, and as in case of a rent-charge, to distrain, and the distress and distresses so had and taken, to lead, drive, bear, carry away, detain and keep until she or they shall be of the said rent and arrears thereof (if any shall be) fully satisfied, contented and paid.

A Pro-

A Proviso for F. G. being Tenant for Life, and for his Issue to make Leases and Jointures by Deed or Will.

PROvided always, and it is fully concluded, condescended unto, granted and agreed by and between all and every the said parties to these presents, for them and every of them, and for their and every of their heirs, and the true intent and meaning of these presents is, notwithstanding any limitation of the use or uses aforesaid, that it shall and may be lawful to and for the said *F. G.* and also to and for the said *A. G.* his son; and to and for all and every the issues male or female of the body of the said *A. G.* being seized of the premises, or any part thereof, in his, her or their demesne as of freehold, or fee-tail, by force of any the uses or limitations herein before expressed, by his, her, their or any of their deed or deeds indented, to be sealed and executed in the presence of two or more credible witnesses, or by his, her, their or any of their last will and testament in writing, to be sealed and subscribed with his, her, their or any of their hand or hands, and pronounced and affirmed in the presence of three or more lawful witnesses, to be his, her or their last will, to make any demise or demises, lease or leases, devise or devises of such of the said premises, or of such part thereof, whereof the said *F. G.* and *A. G.* or any issue male or female of the body of the said *A. G.* shall be then seized in actual and real possession (the capital messuage called *B. &c.* before in and by these presents mentioned, limited and appointed for the said *B. G.* only excepted) to any person or persons whatsoever; To have and to hold the same, from and after the time of the making of such deed or deeds, lease or leases, devise or devises, or any of them, to any person or persons, for and during the term of eighty years, or any lesser term of years, so as the same lease or leases, devise or devises be not made without impeachment of waste, by any special covenant, clause or matter for that purpose to be contained within any such deed or deeds, or last will and testament, and so as the same be made in such sort, as that the same do or shall determine and expire, by or upon the death or deaths of any one person, or of two persons, or of three at the most, or otherwise from and after the time of the making of such deed or deeds, or last will and testament, for and during the term or terms of one and twenty years at the most, or for any lesser term of years, from the time of the making of such deed or deeds, or last will and testament; and so that in or upon every such demise or demises, lease or leases, devise or devises to be made for the term of one and twenty years or under, or for the term of eighty years or under, determinable upon the death or deaths of one, two or three persons as is aforesaid, there be reserved and limited to be paid yearly, during such term or terms to such person or persons for the time being, to whom the immediate freehold of the things so to

be

be demised, letten or devised by the intent and true meaning of these presents, shall from time to time, during the continuance of such term or terms, appertain, such yearly rent or rents, customs and services, or more, as are at this present yearly answered, paid or done for the said premises, by the now tenants, farmers or occupiers thereof.

A Proviso, that F. G. shall make Leases for as long, and for what Rents he pleases.

PROVIDED always, and it is the intent and meaning of these presents, That if the said F. G. shall at any time hereafter during his lifetime demise, grant or lease the said messuages, &c. and other the premises, before in these presents mentioned, or any part or parcel of them by his deed indented, under his hand and seal for any term or terms of years, life or lives, and under such rents and covenants as he shall think fit; that then and immediately from and after every such demise, lease or grant so to be made by the said F. G. the said J. F. and F. J. and their heirs, and the survivor of them and his heirs, shall stand and be seized of such leased premises, to the use and behoof of the said lessee and lessees, grantee and grantees, and every of them, and of their several executors, administrators and assigns, during the term and space to be mentioned in the said several leases, grants and demises respectively, so that the yearly rent or rents mentioned or reserved by the said F. G. in such lease or leases, demise or demises, grant or grants be yearly paid unto the said F. G. during his natural life, and after his decease, to such person or persons as by the purport and true meaning of these presents ought to have the reversion or remainder, reversions or remainders of the, &c. so to be leased or granted at the several days in every such lease or grant to be expressed or set down for payment thereof, or within twenty days after every such day or days, and request made for payment thereof, by the said F. G. or by the said person or persons in reversion or remainder. And so that the said lessees and grantees, their respective executors, administrators and assigns, do well and truly perform the conditions to be comprised in their said lease or leases, demises or grants, according to the true intent and meaning of them. And that the said J. F. and F. J. &c. and their heirs, shall stand and be seized of the reversion and remainder, reversions and remainders of the said, &c. so to be leased or granted as aforesaid, and after the end or determination of such lease or leases, then of the said messuages, &c. so to be leased or granted, to such uses and intents as the said J. F. and F. J. &c. should have stood or been thereof seized by the purport, intent and true meaning of these presents, if no such lease or grant had been thereof made.

A Proviso, that an Estate limited to Daughters shall cease on Payment of their Portions by the Heir.

PROvided always, that in case the said *F. G.* shall happen to depart this life without issue male of his body lawfully begotten on the body of the said *B. G.* if then the said *E. G.* (father to *F. G.*) or any heir male of his body, shall pay or cause to be paid, unto the daughter or daughters of the said *F. G.* on the body of the said *B. G.* begotten, these several sums following; that is to say, unto such daughter of the said *F. G.* if he shall have but one, the full sum of 2000*l.* of good and lawful money of Great Britain; and in case he shall have more daughters than one, by the said *B.* living at the time of his death, the sum of 5000*l.* of like lawful money, among and between them, equally to be divided, the said payment and payments to be made at their respective age of eighteen years, or marriage, which of them shall first happen, or if the said *E. G.* or any heir male of his body, shall at any time or times, by such security as the said *J. F.* and *F. J.* or the survivor of them shall direct in writing, under the hand or hands of them, or the survivor of them, sufficiently secure the payment of the said sums in manner aforesaid; that then and from thenceforth, the estate, use and limitation of the premises, to the heirs female of the said *F. G.* on the body of the said *B. G.* begotten and to be begotten, shall cease and determine, and the said fine and fines shall be and enure, and the said cognizees and their heirs, shall stand and be seized of all and singular the premises, from and after the decease of the said *F. G.* and *B. G.* and payment made, or security given as aforesaid, to the use and behoof of the heirs male of the body of the said *E. G.* And for want of such issue, to the use and behoof of the right heirs of the said *E. G.* for ever.

A Proviso, that an Estate for Years limited to the Trustees shall be void after Portions paid.

PROvided also, that from and immediately after such time as the said *J. F.* and *F. J.* or the executors or administrators of them, or the survivor of them, should and might have raised and paid the said several portions and maintenance for such daughter or daughters as aforesaid; that then the said estate for years limited in trust as aforesaid, to them the said *J. F.* and *F. J.* shall cease, determine and be utterly void; and the said messuages, lands, tenements and premises so to them limited in trust as aforesaid, shall immediately go and be to such person or persons, to whom the reversion or remainder of the said messuages, lands and premises shall belong and appertain.

A Pro-

A Proviso, that if other Lands be conveyed in lieu of those limited, then the Use in them to be to another.

THE uses on a fine to be acknowledged are these; To the use and behoof of the said *F. G.* (son of the said feoffor) for life, and after his death, to *F. G.* his wife for life, and after the death of the survivor, &c. Provided always, and it is covenanted, granted, concluded and agreed, by and between all the said parties to these presents; and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said *E. G.* or the said *F. G.* his son, or either of them, shall at any time hereafter during the natural life of the said *B. G.* convey and settle, or cause or procure to be conveyed and settled, a good, perfect and indefeasible estate in the law, in and to the said *B. G.* or to her use and behoof, of, in, or to any other manor or lands, &c. within the kingdom of *Great Britain*, of the clear yearly value of 400*l.* per annum of lawful money of *Great Britain*, or more, over and above all charges and reprises for the term of the natural life of the said *B. G.* and to and for her only use and behoof, to begin and take effect in possession immediately upon the decease of the said *F. G.* in lieu and recompence of such lands, tenements and hereditaments in *C.* aforesaid, as are before in and by these presents intended and agreed to be conveyed and assured unto the said *B. G.* for and during the term of her natural life, in such manner and form as is aforesaid; that then the said estate for life hereby limited and appointed to or for the said *B. G.* of, in, and to the said lands, &c. in *C.* aforesaid, shall cease, determine, be void and of none effect; and that then and from thenceforth, the said recovery and recoveries, &c. shall be, and shall be adjudged, deemed and taken to be, and the said recoverors and every of them, their and every of their heirs, shall and will stand and be seized, and shall be judged, deemed and taken to stand and be seized from and after the decease of the said *F. G.* of and in such and so much of the said lands and tenements and other the premises in *C.* aforesaid, as is limited and appointed before in and by these presents, to or for the said *B. G.* for the term of her life as aforesaid, to the only use and behoof of the heirs male of the body of the said *F. G.* on the body of the said *B. G.* lawfully begotten or to be begotten; and for default of such issue, then to such further use and uses, behoofs, intents and purposes, as be thereof before in and by these presents expressed and declared, and to no other use or uses, intents or purposes whatsoever; any thing before in these presents contained to the contrary thereof notwithstanding.

A Pro-

A Proviso to make void an Estate, if the Son marry without the Father's Consent.

PROvided always, That if the said *R. C.* or any of the sons of the said *A. C.* lawfully begotten or to be begotten, which shall fortune to be heir apparent of the said *A. C.* shall in the life-time of the said *A. C.* marry or take to wife any woman, or contract marriage with any woman, without the consent of the said *A. C.* first had and obtained in writing thereunto; that then the estate, use, remainder and possession of every such person and persons so marrying, or contracting, shall cease, determine and be void; and that yet nevertheless all other the estate, uses and remainders by these presents limited and expressed, of and for the said messuages, &c. shall stand, remain and continue in full force and effect; and the said fine, so to be had and levied as aforesaid, shall be and enure, and the said cognizees therein to be named, and the survivor of them and his heirs, shall stand and be seized of the said, &c. in the said fine to be contained, to the use and behoof of such other person or persons, as should or ought to have had the same, by the true intent and meaning of these presents, next after the determination of the estate of the same person or persons so marrying or contracting, in such manner and form, and of such estate and estates as is herein before limited, any thing herein contained to the contrary thereof, in any wise notwithstanding.

Forms of introducing the Uses on Fines and Recoveries, &c.

The Introduction of the Uses on a Fine to be levied.

THIS Indenture, &c. Between *R. C.* and *A.* his wife, of the one part, and *C. R.* and *J. F.* of the other part, witnesseth; That for the conveying, assuring and sure making of all and singular the messuages, lands, tenements and hereditaments hereafter in these presents mentioned, to the uses, intents and purposes hereafter in and by these presents expressed, limited and declared, it is agreed and concluded by and between the said parties to these presents, and the said *R. C.* for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said *C. R.* and *J. F.* their heirs, executors and administrators, and every of them by these presents, that he the said *R. C.* and *A.* his wife, shall and will at the proper costs and charges of the said *R. C.* before the end of *Hilary* term next ensuing the date hereof, in due form of law, &c. (insert the covenants to levy a fine) by certain name or names, and quantities of acres in the said fine to be contained; and that the said fine so to be had and levied as aforesaid, or in what manner soever the same shall be had and levied, shall be and enure, and the said *C. R.*

and *J. F.* shall by force thereof stand and be seized of the said messuage, &c. with the appurtenances, to the uses, intents and purposes, and upon the conditions and limitations hereafter in these presents limited, expressed and declared, and to no other use, intent or purpose whatsoever; that is to say, &c.—*Or thus:* And it is covenanted, concluded and fully agreed, by and between all the said parties to these presents, and they and every of them do hereby express, signify and declare, that the said fine so to be levied as aforesaid, and all and every other fine and fines hereafter to be had and levied of the premises, or any part thereof, between the said parties or any of them, before the end of, &c. shall be and enure, and the said *C. R.* and *J. F.* and their or one of their heirs, immediately from and after the said fine, or any other fine thereof to be levied as aforesaid, shall stand and be seized of the premises, to the only uses, intents and purposes hereafter mentioned; that is to say, as to the said messuage, &c. with the appurtenances now in the occupation of, &c. to the use and behoof of, &c. And as to the said lands, &c. now in the occupation of, &c. To the use and behoof of, &c.

The Introduction of the Uses on a Fine levied.

THIS Indenture made, &c. Between *R. C.* and *E.* his wife, of the one part, and *J. F.* and *F. J.* of the other part; Whereas the said *R. C.* and *E.* his wife, have in the term of *St. Michael* last past, before the date of these presents, levied a fine in due form of law, unto the said *J. F.* and *F. J.* of all, &c. The which fine was levied by such names, number of acres, and other particulars, as are in the fine contained, as by the said fine, relation being thereto had, doth more fully appear: Now this indenture witnesseth, and it is hereby declared by and between all the parties hereunto, that the true intent and meaning of the levying of the said fine at the time of the levying thereof was, and is to be taken to be to the uses, intents and purposes hereafter following; that is to say, to the use of, &c.

The Introduction of the Uses on a Recovery to be had, with double Voucher.

THIS Indenture made, &c. Between *A. B.* of the first part, *R. C.* and *C. R.* of the second part, and *E. F.* and *F. E.* of the third part; Whereas the said *A. B.* by one indenture of bargain and sale, dated the first day of this instant ———, and inrolled in his Majesty's High Court of Chancery the tenth day of the same month, made between the said *A. B.* of the one part, and the said *R. C.* and *C. R.* of the other part, hath granted, bargained and sold to the said *R. C.* and *C. R.* all that, &c. and the reversion and reversions,

sions, remainder and remainders thereof, and of every part and parcel thereof, to have and to hold the said, &c. and all and every the said premises, with the appurtenances, unto the said R. C. and C. R. their heirs and assigns for ever, to the only proper and absolute use and behoof of the said R. C. and C. R. their heirs and assigns for ever; to the end, intent and purpose that the said R. C. and C. R. might thereby, and by force of the statute for transferring uses into possession, become tenants of the freehold of all and every the premises; that a good and perfect common recovery, with double vouchers, may be thereof had and executed. Now this indenture witnesseth, and it is covenanted, concluded and fully agreed by and between all the said parties to these presents, for them and every of them, their and every of their heirs, that they the said R. C. and C. R. shall and will permit and suffer the said E. F. and F. E. before the end of, &c. next ensuing the date of these presents, by writ or writs of entry *sur disseisin en le post* to be sued forth and obtained out of his Majesty's High Court of Chancery, and returnable before the justices of his Majesty's court of *Common Pleas* at *Westminster* in the names of the said E. F. and F. E. demandants against the said R. C. and C. R. tenants, or the survivor of them, to recover to them the said E. F. and F. E. and their heirs in due form of law, according to the usual form of common recoveries for assurances of lands, tenements and hereditaments against the said R. C. and C. R. the said &c. with their and every of their appurtenances, by some name or names in the said writ and recovery to be contained; in and to which said writ the said R. C. and C. R. shall appear *gratis* in their proper persons, and after defence made shall vouch to warranty the said A. B. who shall likewise thereupon appear and enter into the warranty, and after defence made, shall vouch to warranty the common vouchee, who shall likewise appear and enter into warranty, and after make default in contempt of the court, to the end that a perfect common recovery may be had and executed according to the course of common recoveries of the, &c. and all and singular other the premises, with the appurtenances, which recovery so as aforesaid, or in any other form, to be had, suffered and executed by and between the said parties, or any of them the said, &c. before the, &c. and the recoverors in the said recovery or recoveries, shall immediately from and after the suffering and executing thereof stand and be seised of the said, &c. to the uses, intents and purposes hereafter specified, expressed and declared, and to no other use, intent or purpose whatsoever.—*Or thus*: And it is covenanted, granted, concluded and agreed by and between all the said parties to these presents, that the said recovery so to be had and executed as aforesaid, and every other common recovery with vouchers, to be suffered by the said R. C. and C. R. or the survivor of them, before the end, &c. of the said, &c. and of every or any part thereof, by what names or additions soever the same shall be had or suffered, immediately from and after the execution thereof, shall be, and the person or persons who shall

thereby recover the premises, or any part thereof, and his and their heirs after execution shall stand and be seized of the said, &c. or of such part thereof as shall be recovered as aforesaid, to the use of, &c.

An Introduction of the Uses on a Recovery with double Voucher suffered.

THIS Indenture made, &c. Between R. R. of the first part, R. D. and D. R. of the second part, and J. F. and F. J. of the third part; Whereas the said R. R. by one indenture of bargain and sale, &c. (*reciting to the end of the habend.*) And whereas afterwards (that is to say) in the term of St. Michael then next following, the said J. F. and F. J. did pursue out of the said court of Chancery, one writ of entry *sur disseisin en le post*, against the said R. D. and D. R. returnable before the justices of his Majesty's court of Common Pleas at Westminster, where the said J. F. and F. J. did demand against the said R. D. and D. R. the said manors, &c. to which writ the said R. D. and D. R. did appear in proper person, and after defence made did vouch to warranty the said R. R. who did likewise appear in person, and entred into the warranty, and vouched over the common vouchee, who did likewise appear in person, and entred into warranty, and after made default, whereby several judgments were had according to the course of common recoveries used in the court of Common Pleas. Now this indenture witnesseth, and it is hereby declared and expressed, that the true intent and meaning of all the said parties to these presents, before and at the time of suffering the said recovery, was and ever since hath been and yet is, that the said recovery and the whole execution thereof should, and for ever hereafter shall be and enure, and the said recoverors and their heirs shall for ever hereafter stand and be seized of and in the, &c. and all and every the premises before mentioned, with the appurtenances, to the use, &c.

The Introduction of the Uses of a Recovery, with single Voucher to be had.

THIS Indenture made, &c. Between R. C. of the one part, and J. F. and F. J. of the other part, witnesseth, That it is covenanted, concluded and agreed by and between the said parties to these presents, and the said R. C. for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said J. F. and F. J. and their heirs by these presents, that he the said R. C. shall permit and suffer the said J. F. and F. J. to prosecute one writ of entry *sur disseisin en le post* against the said R. C. of and for all that,

that, &c. with all and every the appurtenances, by such name and names, quantities and numbers of acres, and in such manner and form as shall be thought fit and expedient, unto and in which writ the said R. C. shall appear *gratis*, and vouch over to warranty the common vouchee, who shall likewise appear *gratis*, and enter into the warranty, and make default in contempt of the court, whereby one recovery shall or may be had or suffered against the said R. C. of the said, &c. according to the usual course of common recoveries for the assurance of lands and tenements. And it is further concluded and agreed by and between the said parties to these presents, that the said recovery shall be had and suffered as aforesaid, before the end of *Hilary* term next ensuing the date hereof: and that the said recovery and the execution thereof, and the full force and effect of the same, shall be and enure, and that the said recoverors and their heirs, immediately after the same, and the execution thereof had and made, shall stand and be seized of the said manor, messuages, lands and premises, to the uses, intents and purposes hereafter mentioned, (that is to say) to the use of, &c.

The Introduction of the Uses on a Recovery, with single Voucher already had.

THIS Indenture made, &c. Between R. C. of the one part, and J. F. and F. J. of the other part; Whereas the said J. F. and F. J. did on *Michaelmas* term last past, before the date hereof, upon a writ of entry *sur disseisin en le poſt*, before the justices of his Majesty's court of *Common Pleas* at *Westminster*, recover by common recovery against the said R. C. one messuage, &c. (*setting down the particulars*) and the reversion and reversions, remainder and remainders of all and singular the premises, and of all and every part and parcel thereof, by the name of, &c. (as in the recovery) in which recovery the said R. C. did vouch to warranty the common vouchee, whereby a good and perfect common recovery with single voucher of the said, &c. according to the usual form of common recoveries, was had and executed against the said R. C. and his heirs, as by the record thereof remaining in the said court of *Common Pleas* it doth more at large appear. Now this indenture witnesseth, and it is hereby declared, that the true intent and meaning of all the parties to the said recovery and to these presents, was before and at the time of the said recovery, and yet is, for, touching and concerning the said, &c. and every part thereof, whereof the said recovery was had and executed, as aforesaid, that the said recovery and execution thereof should and shall be and enure, and be construed, judged and taken to be and enure, that the said recoverors and their heirs shall stand and be seized of the said, &c. and of every part and parcel thereof, with the appurtenances, to the uses, intents and purposes hereafter in

in these presents set down, expressed and declared, and to no other use, intent or purpose whatsoever, (that is to say) to the use of, &c.

The Introduction of the Uses on a Feoffment.

THIS Indenture made, &c. Between R. C. of the one part, and E. F. and F. E. of the other part, witnesseth; That the said R. C. for and in consideration of a marriage, &c. and for settlement in the name, &c. hath granted, aliened, enfeoffed, released and confirmed, and doth by these presents grant, alien, enfeoff, release and confirm unto the said E. F. and F. E. their heirs and assigns for ever, all that, &c. and the reversion and reversions, remainder and remainders thereof, and of every part thereof, and all and every the rent or rents thereupon reserved, due or payable, or upon any part thereof, to have and to hold the said, &c. unto the said E. F. and F. E. their heirs and assigns for ever, to the several uses, intents and purposes, and under the several proviso's, conditions and limitations hereafter in and by these presents expressed, limited and declared, and to or for no other use, intent or purpose whatsoever, that is to say, &c.

A Way to preserve contingent Uses, in case the particular Estate determine before they come in esse.

THIS Indenture tripartite, &c. Between B. A. of, &c. of the first part, R. C. and C. R. of the second part, and E. F. and F. E. of the third part, witnesseth; That it is covenanted, granted, concluded and agreed upon (insert a covenant for B. A. to levy a fine to E. F. and F. E.) and it is covenanted, granted, condescended and declared by and between all the said parties to these presents, that the said fine or fines, and all other fine or fines hereafter to be had and levied by and between the said parties to these presents, or any of them, of the said manor and premises, or any part thereof, are meant and intended to be, and immediately from and after the acknowledging and levying of the said fine or fines shall be taken, judged and construed to be and enure to the several uses, trusts and purposes hereafter mentioned, (that is to say) to the use and behoof of the said B. A. and his assigns, for and during the term of his natural life: and from and after the determination of the estate of the said B. A. to the use and behoof of the said R. C. and C. R. and their heirs, for and during the natural life of the said B. A. to the end, intent and purpose, and in trust only to preserve the contingent remainder hereafter mentioned: and from and after the decease of the said B. A. to the use and behoof of the first son of the said B. A. lawfully to be begotten on the
body

body of *D. A.* his now wife, and of the heirs male of the body of such first son lawfully to be begotten; and for default of such issue, to the use and behoof of the second son of the said *B. A.* on the body of the said *D. A.* to be begotten, and of the heirs male of such second son (and so to third, fourth or fifth sons) and for want of such issue, to the use and behoof of all and every other son and sons of the body of the said *B. A.* to be begotten on the said *D. A.* successively, one after the other, as they shall be in seniority of age and priority of birth, and the several and respective heirs male of their bodies; the eldest and the heirs male of his body to be always preferred before the younger of them and the heir male of his body: and for default of such issue, in case the said *D.* shall be enseint at the time of the death of the said *B. A.* then to the use and behoof of the said *D.* until she shall be delivered of such child or die, which of them shall first happen, in trust only for the preservation of the contingent remainder unto her son, if she shall be enseint of a son; and if such child shall not be a son, then to the use and behoof of such after-born son, lawfully to be begotten, and the heirs male of the body of such after-born son lawfully to be begotten: and for want of such issue, to the use and behoof of the said *R. C.* and *C. R.* their executors, administrators and assigns, for and during the term of 500 years: and from and immediately after the end of the said estate or term of 500 years, to the use and behoof of the said *B. A.* and the heirs male of his body, and for want of such issue, to the use and behoof of the right heirs of the said *B. A.* for ever. And as for, touching or concerning the said estate of 500 years herein before limited, to the said *R. C.* and *C. R.* it is hereby declared, that the said estate is so limited to them as aforesaid in trust, that they the said *R. C.* and *C. R.* or the survivor of them, their or his executors, administrators or assigns, shall and may out of the yearly and accidental rents, issues and profits of the said manor, &c. herein before limited to them for the said term of 500 years, for default of issue male as aforesaid, levy, raise and pay the several sums hereafter mentioned, as well for the maintenance and education, as for the portion or portions of the daughter or daughters of the said *B. A.* of the body of the said *D. A.* to be begotten, in case there shall be a failure of issue male of the body of the said *B. A.* on the body of the said *D. A.* to be begotten, in such manner and form as is hereafter expressed and declared (that is to say) the sum of 10,000*l.* of good and lawful money of *Great Britain*, in case they shall have but one daughter between them two, for the marriage-portion of such daughter, if such daughter shall not be preferred in marriage by the said *B. A.* in his life-time: And in case there shall be more than one daughter between them begotten, the sum of 1000*l.* a-piece of lawful money of *Great Britain* to every such daughter that shall not be preferred in marriage in the life-time of the said *B. A.* the said portion and portions to be paid to them respectively at their several ages of one and twenty years, or respective days of marriage, which of them shall first happen: and in the mean

mean time for the raising and paying to and for such daughter or daughters until their several portions shall become due and payable as aforesaid, necessary and convenient maintenance at the discretion of the said trustees, or the survivor of them, their or his executors, administrators or assigns. And it is concluded and agreed by and between all the said parties to these presents, and it is the true intent and meaning hereof, that when the several portions and sums of money aforesaid, shall be paid and satisfied to the said daughter or daughters as aforesaid, according to the true intent and meaning of these presents, or if he or they to whom the remainder, or reversion of the said manor, &c. shall be, remain or come by virtue of these presents, after the end or expiration of the said estate of 500 years, shall well and truly satisfy and pay, or cause to be satisfied and paid, or otherwise secure to be satisfied or paid unto such daughter or daughters, the said several sums as aforesaid, that then, immediately from and after such payment made, or security given for payment of the said sum or sums to such daughter or daughters as aforesaid, according to the true intent and meaning of these presents, the said estate or term of 500 years herein before limited to the said R. C. and C. R. as aforesaid, shall cease and determine, and be utterly void and of none effect.

A Proviso to revoke and limit new Uses.

PROvided always, that if the said B. C. shall at any time during his natural life, intend or be minded to alter, change, repeal, revoke or make void all the said estates, uses, remainders and limitations before in these presents mentioned or any of them, of or in the premises, or any part thereof; and shall by any deed or deeds in writing, under his hand and seal, to be attested by two or more credible witnesses, subscribing their names thereunto, signify and declare that his mind and intent is to alter, change, repeal, revoke or make void the said estates, uses, remainders and limitations before in the presents specified and declared, or such or so many of them as shall be mentioned in the said writing or writings of revocation to be repealed, revoked or made void, of or in the said premises, or any part thereof, shall from thenceforth cease, determine and be repealed, revoked and utterly void for ever; and that then and from thenceforth the said J. F. and F. J. and the survivor of them, their and his heirs, and all and every other person and persons whatsoever, which shall be then seized of the said premises, with the appurtenances, or of any part or parcel thereof, shall stand and be seized thereof, or of so much thereof as shall be mentioned and contained in the said writing or writings of revocation to be therein and thereby revoked, repealed and made void as aforesaid, to the only use and behoof of him the said R. C. his heirs and assigns for ever, or to such other use or uses, intents and purposes as in and by the said deed or deeds, writing or writings

writings of revocation, shall be limited, declared and appointed, and to no other use, intent and purpose whatsoever, any thing before specified to the contrary thereof, in any wise notwithstanding.

Another, where the Uses were raised by a Covenant to stand seized.

PROvided always nevertheless, and it is covenanted, concluded and fully agreed by and between all the said parties to these presents, that if the said *R. C.* shall be minded at any time hereafter to alter or revoke the said uses, or any of them, and the estate or estates that shall or may be vested or settled by virtue, force or reason of these presents, and of the statute for transferring uses into possession, it shall and may be lawful to and for the said *R. C.* at his own will and pleasure during his natural life, in or by his deed in writing, to be testified by two or more credible witnesses, or by the last will and testament of him the said *R. C.* to be testified by three credible witnesses, to alter, change, revoke, determine, annul, make void and frustrate any of the said uses, estates or limitations in these presents before mentioned, of all or any part or parcel of the said, &c. And also by his said deed in writing, or by his last will in writing to be testified as aforesaid, to limit, declare and appoint the uses of the said, &c. or any of them, or of any part or parcel of them, to any of the persons before named, or to any other person or persons whatsoever. And that upon such new declaration, limitation and appointment of any other use or uses, estate or estates of such and so much of the premises, whereof any such new declaration, limitation and appointment shall be so had and made, shall be, and the said *R. C.* his heirs and assigns, and all and every other person and persons, and his and their heirs and assigns, which at any time hereafter shall stand and be seized of such and so much of the premises, whereof any such new declaration, limitation and appointment shall be so had and made, shall stand and be seized thereof, to the use of such person and persons, and of such estate and estates as shall be mentioned and expressed in the said deed or last will, any thing in these presents contained to the contrary hereof in any wise notwithstanding.

A Revocation of Uses in a Feoffment, and a Limitation of other Uses.

TO all Christian people to whom this present writing shall come, *B. G.* of, &c. sendeth greeting: Know ye, that I the said *B. C.* do by this my present writing, under my hand and seal, in the presence of *A. B. C. D.* and *E. F.* three credible witnesses, whose names are hereunder subscribed, revoke, determine and make void and frustrate all and every the uses and estate mentioned, raised, created

and limited in and by one indenture of feoffment, bearing date, &c. made between me the said B. C. of the one part, and C. B. G. F. and F. G. of the other part, of and for the, &c. with the appurtenances in the said indenture mentioned, and of and for every part and parcel thereof; and I do by these presents absolutely determine, limit and appoint, that all and singular the feoffees, parties and persons in the said indenture mentioned, and their heirs and assigns, shall immediately and from henceforth stand and be seized of the said, &c. in the said indenture mentioned, and of and in every part and parcel thereof, to the only use and behoof of me the said B. C. my heirs and assigns for ever, in a pure and absolute estate of fee-simple; (*or any other uses may be here limited, provided the same be pursuant to the power reserved.*) In witness whereof, I the said B. C. have to this my writing set my hand and seal in the presence of the said C. B. G. F. and F. G. this 20th day of March, in the second year of the reign of, &c.

An Exception of Leases in a Proviso to revoke.

BUT it is and always was the intent of all the parties to these presents, that no revocation or new limitation should or shall any way frustrate or make void any lease, estate, rent or charge made, granted or charged of or upon the premises, or any part or parcel thereof by the said B. C. for valuable consideration or otherwise, by virtue or force of any former proviso in these presents expressed; but that the same and every of them shall stand good, according to the purport and true meaning of them, and every of them, notwithstanding such revocation or new limitation hereafter to be made.

A Revocation of Uses with the Recital of the Proviso, and a Limitation of new Uses, viz. to B. C. for Life, and then to his Daughter and her Issue, and in default of Issue, to his right Heirs in Fee.

TO All Christian people, &c. I B. C. of, &c. send greeting: Whereas by one indenture, bearing date, &c. made by me the said B. C. by the name of B. C. of, &c. of the one part, and C. B. G. F. and F. G. of the other part, for the consideration therein mentioned, I did covenant, promise and grant, &c. (*recite the covenant to levy a fine*) which said fine so to be acknowledged and levied as aforesaid, of all and singular the, &c. was in and by the said indenture covenanted, granted, concluded and declared to be to such several uses and behoofs, and of such estate and estates, as are particularly

in the said indenture mentioned and set forth; and whereas in the said indenture there is a proviso contained as followeth; that is to say, Provided always, and it is the true intent and meaning of this present indenture, and of all the parties hereunto, that it shall and may be lawful to and for the said *B. C.* at any time during his life, by any deed or deeds, writing or writings, or by his last will and testament in writing, by him sealed and subscribed in the presence of three credible witnesses, to alter, change, enlarge, revoke, frustrate and make void all and every or any of the use and uses, estate and estates herein before expressed, limited, mentioned, declared or appointed to any person or persons, of and in the said, &c. or in any of them, or in any part or parcel thereof; and thereof, or of any part thereof, to create, declare, limit or appoint, any other use or uses, estate or estates to any person or persons whatsoever, in such sort, manner and form as the said *B. C.* shall think meet and convenient, and that at all times, and from time to time, immediately from and after such alteration, change, enlargement, revocation or making void, of all or any of the said use or uses, estate or estates, declaration, limitation or appointment of any other use or uses, estate or estates, all and every those use and uses, estate and estates of and in the said, &c. or of or in any part or parcel thereof, or such of them as shall be so revoked and declared to be made void as aforesaid, shall cease, determine and be utterly void and frustrate; and that then, and from thenceforth, the said fine, and all and every other conveyance and conveyances, assurance and assurances whatsoever, had or at any time hereafter to be had or made between the said parties, or any of them, of the said, &c. or such part thereof, whereof such other use or uses, estate or estates, shall be so limited or declared as aforesaid, shall be adjudged, deemed, construed and taken to be and enure, and the said cognizees of the said fine, and the survivor and survivors of them, and the heirs of the survivor of them, shall immediately from thenceforth stand and be seized thereof, and of every part thereof, to and for such use and uses, estate and estates, intents and purposes, and of such person and persons, and in such sort, manner and form as the said *B. C.* in or by such deed or deeds in writing, or last will and testament in writing to be sealed, subscribed and testified as is aforesaid, shall create and declare, limit, express and appoint, and to no other use, intent or purpose whatsoever; and whereas afterwards in performance of the covenants, grants and agreements in the said recited indenture mentioned one fine, *sur cognizance de droit come ceo*, &c. was had, levied, acknowledged and executed, of and for, &c. in the court of *Common Pleas* at *Westminster*, before his Majesty's justices of the said court, by me the said *B. C.* unto the said *C. B. G. F.* and *F. G.* which said fine was had, levied and acknowledged to the uses, intents and purposes, and under the several provisos, conditions and limitations in the said recited indenture mentioned: Now know ye, that I the said *B. C.* for divers good causes and considerations me moving, and by virtue of the said pro-

vifo before mentioned, and liberty, power and authority thereby to be given and reserved, have altered, changed, determined, revoked and made void, and by this present writing, by me signed and sealed in the presence of the persons under named, do alter, change, determine, revoke and make void, all and every the said use and uses, estate and estates, created, raised, declared, limited and appointed by the said recited indenture and fine, and either of them, and by force of the statute for transferring uses into possession of and in the said, &c. and of or in any part or parcel thereof; and I the said *B. C.* out of the fatherly love and affection that I do bear unto *M. C.* my only daughter and heir apparent, now wife to *F. C.* of, &c. and to the heirs of her body lawfully begotten, do by these presents, by virtue of the said proviso, in the said recited indenture contained, and the liberty, power and authority therein and thereby to me given and reserved as aforesaid, create, declare, limit and appoint, that the said fine so had, levied and acknowledged as aforesaid, of the said, &c. herein before mentioned, shall be and enure; and that the said cognizees and their heirs, shall stand and be seized of, and in the said, &c. and of and in every part and parcel thereof, to the use and behoof of me the said *B. C.* for and during the term of my natural life, without impeachment of waste, and immediately from and after my decease, to the use and behoof of the said *M. C.* and *F. C.* her husband, and the heirs of the body of the said *M. C.* and in default of such issue, to the use and behoof of the right heirs of me the said *B. C.* for ever. And, *Note, here may be a proviso added for revocation of these uses also.*

A Deed to revoke Uses in a Settlement, according to a Power reserved.

TO all, &c. *G. F.* of, &c. sendeth greeting: Whereas in and by one indenture, bearing date, &c. and made between the said *G. F.* of the one part, and *B. C.* of, &c. of the other part, There is (amongst other things) one proviso, contained in these or the like words, (that is to say) provided likewise, and it is hereby further declared and agreed by and between the said parties to these presents, that if the said *G. F.* shall at any time hereafter, during his natural life, be minded to alter, revoke or make void all or any of the use or uses, estate or estates, trust or trusts herein mentioned, limited and appointed, and shall by any deed or writing by him the said *G. F.* sealed and subscribed in the presence of two credible witnesses, declare and publish his mind, intent and meaning to be to revoke, alter and make void the said several uses, estates and trusts herein before mentioned, declared and appointed, or any of them; that then and immediately after such revocation so made as aforesaid, the same uses, estates and trusts in and by these premises limited, expressed and declared,

clared, of, for and concerning which any such revocation shall be made, shall cease and become void and of none effect: and that then and at all times after the said *B. C.* and his heirs, and all other person and persons standing and being seized of the said, &c. shall stand and be seized of the same or such part thereof, concerning the which such revocation or declaration shall be made as aforesaid, to such uses and purposes as the said *J. F.* in or by any such deed or writing shall declare, limit and express, and in default of such limitation or appointment, to the only use and behoof of the said *G. F.* his heirs and assigns for ever, as in and by the said indenture it doth more fully and at large appear. Now know ye, that I the said *G. F.* do by this present deed, sealed and subscribed by me the said *G. F.* in the presence of two credible witnesses, declare and publish my mind and meaning to be to revoke, alter and make void, all and every the uses, estates, trusts and limitations, in and by the said indenture expressed and limited, of, for and concerning all and every the, &c. and all other hereditaments specified and mentioned in the said indenture, with their and every of their appurtenances, and of, for and concerning every part thereof. And I do hereby further declare, limit and appoint that the said, &c. with the appurtenances, shall remain and be, and the said *B. C.* and his heirs, and all and every other person and persons standing or being seized of and in the same, shall stand and be seized thereof to the use and behoof of me the said *G. F.* my heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. *In witness, &c.*

A Deed of Revocation.

TO All, &c. *A. B.* of, &c. greeting. Know ye, that I the said *A. B.* am fully minded, disposed and determined to revoke, annul, determine and make void all and every the uses, limitations and intents named, limited, assigned or appointed in and by the above-mentioned or recited indentures, of, in or to any manors, messuages, lands, tenements and hereditaments in the said county of *S.* with their appurtenances in the said indenture specified, to any person or persons whatsoever, and by this my writing under my seal, and signed with my own hand, in the presence of *A. B. C. D.* and *E. F.* three lawful and credible witnesses, do declare, publish, limit, pronounce and appoint, that all and singular the said uses, declared, appointed, mentioned and limited to *G. H.* &c. and all and every use and uses mentioned, limited or appointed to any person or persons, in and by the said recited indenture, of, in or to the said manors, lands, tenements and hereditaments in the said county of *S.* or of, in or to any part or parcel thereof, shall cease, be void, determined, revoked and of none effect; and I the said *A. B.* do determine and revoke by these presents, all and every the uses aforesaid, of, for or concerning

concerning the said manors, lands, tenements and hereditaments in the said county, any thing in the said indentures contained, or any act or acts, thing or things whatsoever, had, made or suffered to be done by me heretofore to the contrary in any wise notwithstanding, &c. *In witness, &c.*

A Clause of Revocation.

PROVIDED always and upon condition, that if the said *A. B.* shall at any time hereafter, during his natural life, tender to pay unto the above named *C. D.* or to any person, or to any persons to his use, the sum of 6*l.* of lawful money of *Great Britain*, with interest, on purpose to frustrate and make void this present deed, and the estate and estates thereby conveyed, limited, raised or assured, that then and from thenceforth this present deed, and all and every the uses, limitations, estates, grants, articles and agreements therein or thereby mentioned, limited, raised, or in any sort appointed, and the execution hereof, shall be absolutely void, frustrate and of none effect in the law, any thing therein contained, &c.

A Proviso for Revocation of Part.

PROVIDED always nevertheless, and it is the true intent and meaning of all the said parties to these presents, that if the said *E. F.* shall, at any time during his natural life, be minded to determine the estate and estates limited in use in such sort as is aforesaid, to the said *T. F.* and the heirs male of his body lawfully begotten, and for default of such issue, to the said *J. F.* for the term of his natural life, without impeachment of waste, and after his decease, to, &c. and shall also by his deed indented, at any time hereafter to be had or made between the said *E. F.* of the one part, and the said *R. H. T. T.* or the survivor of them of the other part, or by his last will and testament in writing under his hand and seal, declare and limit the same, or such other uses as shall seem meet and convenient to the said *E. F.* that then and from thenceforth the said estate and uses limited and appointed before by these presents, to the said *T. F.* &c. are to cease and determine, and be utterly void as though the same had never been made, limited or appointed, any thing herein, or in any other former deed or writing contained to the contrary, &c.

A Discla-

A Declaration of new Uses upon a Revocation.

TO All to whom these presents shall come, *E. S.* of *S.* in the county of *L.* Esq; sendeth greeting: Know ye, that I the said *E. S.* having before the making hereof, revoked, reduced and revested the estate of inheritance of all and singular my manors, messuages, lands, tenements and hereditaments whatsoever, with the appurtenances, situate, &c. in and unto me the said *E. S.* and my heirs, now for diyers good causes and considerations me thereunto moving, have given, granted and confirmed, and by these presents do give, grant and confirm unto *A. B.* of, &c. and *R. L.* of, &c. all and singular my manors, messuages, lands, tenements and hereditaments whatsoever, with the appurtenances, to have and to hold the said manors, &c. unto the said *A. B.* and *R. L.* their heirs and assigns, to the several uses, behoofs, intents and purposes hereafter in these presents specified, and to none other use, intent or purpose whatsoever, that is to say, to the only sole and proper use and behoof of me the said *E. S.* and my heirs and assigns for ever. *In witness, &c.*

F I N I S.

E. S. 1736.